

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**NABET-CWA, LOCAL 41**

**AND**

**WSNS-TV, CHANNEL 44**

**JANUARY 1, 2004**

**through**

**JANUARY 1, 2009**

## TABLE OF CONTENTS

<b>1.0 DURATION</b>	1
Section 1.1 Effective Date	1
Section 1.2 Expiration Notice	1
<b>2.0 NON-DISCRIMINATION</b>	1
Section 2.1 Unlawful Discrimination	1
<b>3.0 UNION SHOP</b>	1
Section 3.1 Conditions for Joining	1-2
<b>4.0 DUES CHECK OFF</b>	2
Section 4.1 Dues Authorization	2
<b>5.0 NO STRIKES OR LOCKOUTS</b>	3
Section 5.1 Union Interference	3
Section 5.2 Strike Rules	3
<b>6.0 EMPLOYMENT</b>	3
Section 6.1 Probationary Period and Relative Seniority	3
Section 6.2 Reserved	3
Section 6.3 Terms and Conditions of Daily Hire Work	3-6
Section 6.4 Student Internship Programs	6
<b>7.0 JURISDICTION</b>	7
Section 7.1 General	7-8
Section 7.2 Creative Services	8-9
Section 7.3 Construction, Installation, Operation, Maintenance, and Repair	9-10
Section 7.4 Remote Telecast	10-11
Section 7.5 Waivers	11
Section 7.6 Reserved	11
Section 7.7 No Transfer or Subcontracting of Work	11-12
Section 7.8 Minicam	12
Section 7.9 Jurisdictional Exceptions	12-13
Section 7.10 News/Minicam Department	13-14
Section 7.11 Cross Assignment – Reserved	14
Section 7.12 Independent Contractors	14

Section 7.13 Turn Key Operations .....	14
Section 7.14 Non-bargaining Unit News and Program Material.....	14
Section 7.15 Program Materials - Reserved .....	14
Section 7.16 Scope of Jurisdiction.....	14-15
Section 7.17 Duopoly and/or Hubbing Arrangement.....	15
<b>8.0 TRAINING AND WORKING CONDITIONS.....</b>	<b>15</b>
Section 8.1 Work Conditions .....	15
Section 8.2 Hazardous Work .....	16
Section 8.3 Preparation Time.....	16
Section 8.4 Individual Training .....	16
Section 8.5 Employer's Work and Safety Rules.....	16
<b>9.0 MINIMUM STAFFING AND SET-UP TIME .....</b>	<b>16</b>
Section 9.1 Staffing Arrangement .....	16-17
<b>10.0 WORK SCHEDULE, OVERTIME, AND PENALTIES.....</b>	<b>17</b>
Section 10.1 Regular Work Day.....	17
Section 10.2 Regular Work Week.....	17-18
Section 10.3 Short Turnaround.....	18
Section 10.4 Overtime and Long Tours.....	18-19
Section 10.5 Work on a Scheduled Day Off.....	19
Section 10.6 Notice of Schedule Changes .....	19-20
Section 10.7 Completion of Tours and Schedule Change.....	20
Section 10.8 Minimum Mandatory Call .....	20
Section 10.9 Consecutive Days .....	20
Section 10.10 Night-Shift Differential.....	20-21
Section 10.11 Four-Day Work Week .....	21-22
Section 10.12 Off-Duty Hours Calls .....	22
<b>11.0 MEAL PERIODS.....</b>	<b>23</b>
Section 11.1 Rules .....	23-25
<b>12.0 TRAVEL.....</b>	<b>25</b>
Section 12.1 Time, Distance, and Compensation .....	25-26
Section 12.2 Mileage and Parking.....	26
Section 12.3 Living Expenses.....	26

Section 12.4 Per Diem .....	26
Section 12.5 Meal Allowance .....	26
Section 12.6 Advance for Travel Expense.....	26
Section 12.7 Out-of-Town Assignment .....	26-27
Section 12.8 IRS Rate .....	27
Section 12.9 Use of Personal Auto .....	27
<b>13.0 VACATION, HOLIDAYS, AND LEAVES.....</b>	<b>27</b>
Section 13.1 Vacation Entitlement .....	27-28
Section 13.2 Holidays .....	28-29
Section 13.3 Sick Leave, Leave of Absence for Death and Other Leaves .....	29
<b>14.0 INSURANCE, PENSION AND WELFARE BENEFITS .....</b>	<b>29</b>
14.1 GE Pension Plan .....	29
Section 14.2 GE Savings and Security Program.....	29
Section 14.3 GE Life, Disability, and Medical Plan .....	29
Section 14.4 GE Pensioners Hospital Indemnity Plan.....	30
Section 14.5 GE Medicare Insurance Plan .....	30
Section 14.6 GE Personal Accident Insurance Plan .....	30
Section 14.7 GE Dependent Life Insurance Plan .....	30
Section 14.8 GE Long Term Disability Income Plan for Salaried Employees.....	30
Section 14.9 GE Work/Life Connections Program .....	30
Section 14.10 GE Employee Product Purchase Plan.....	30
Section 14.11 GE Adoption Assistance Program .....	30
Section 14.12 GE Long Term Care Insurance Plan.....	30
Section 14.13 GE Emergency and Family Plan Aid.....	31
Section 14.14 GE Personal Excess Liability Plan .....	31
Section 14.15 GE Stock Redemption Program.....	31
Section 14.16 GE A Plus Life Insurance Plan .....	31
Section 14.17 GE Security Life Insurance Plan .....	31
Section 14.18 GE Individual Development Program .....	31
Section 14.19 NBC Universal Salary Continuance Policy .....	31
Section 14.20 NBC Universal Travel and Extra-Hazardous Insurance Plan.....	31
Section 14.21 NBC Universal Personal Business days Policy .....	31

Section 14.22 NBC Universal Short Term Illness or Injury (Sick Leave Policy) .....	31-32
Section 14.23 NBC Universal Medical Disability Policy.....	32
Section 14.24 NBC Universal Family and Medical Leave Policy .....	32
Section 14.25 NBC Universal Child-Rearing Leave Policy.....	32
Section 14.26 NBC Universal Bereavement Leave Policy.....	32
Section 14.27 NBC Changes in Specified GE Plans and Programs .....	32
Section 14.28 Grievance Procedure.....	32
Section 14.29 Waiver.....	33
Section 14.30 Duplicate Benefits.....	33
Section 14.31 NABET-CWA Non-New Plan Participants Rules.....	33
<b>15.0 MILITARY SERVICE</b> .....	33
<b>16.0 JURY DUTY</b> .....	33-34
<b>17.0 LAYOFF AND RECALL</b> .....	34
Section 17.1 Layoff Rules .....	34
Section 17.2 Recall .....	34
Section 17.3 Equipment Changes Resulting in Layoffs .....	35
Section 17.4 Employment in Other Bargaining Units .....	35
Section 17.5 Severance Pay .....	35-36
<b>18.0 AIR CREDITS</b> ..	36
Section 18.1 Air Credits to Director, TD, and Producers ..	36
<b>19.0 TUITION REFUND</b> ..	36
Section 19.1 NBC Tuition Refund Plan .....	36
<b>20.0 GRIEVANCE AND ARBITRATION</b> .....	36
Section 20.1 Procedures .....	36-38
<b>21.0 MANAGEMENT RIGHTS</b> .....	38
Section 21.1 Rights Defined.....	38
<b>22.0 WAGES</b> .....	38-39
<b>23.0 RESERVED</b> .....	39
<b>24.0 ENTIRE UNDERSTANDING</b> .....	40
<b>WSNS-TV COMPUTER SIDELETTER</b> .....	41-42
<b>NON-LINEAR COMPUTER EDITING SYSTEMS SIDELETTER</b> .....	43
<b>WSNS-WMAQ CROSSOVER SIDELETTER</b> .....	44-45

<b>MOONLIGHTING SIDELETTER.....</b>	<b>46</b>
<b>DRUG AND ALCOHOL TESTING PROGRAM .....</b>	<b>47-51</b>
<b>PERSONAL COMPUTER, EMAIL, AND VOICE MAIL POLICY .....</b>	<b>52-54</b>
<b>UNION REPRESENTATIVES – Savings and Security Program Agreement .....</b>	<b>55-56</b>
<b>ATTACHMENT ‘A’ – Vacations .....</b>	<b>57-59</b>

## **AGREEMENT**

This Agreement is by and between Video 44, owner and operator of television station WSNS-TV, having its office at Chicago, Illinois, hereinafter called the "Company"; and the National Association of Broadcast Employees and Technicians-Communications Workers of America (NABET-CWA, Local 41), AFL-CIO, hereinafter called the "Union", which is hereby recognized as the sole collective Bargaining Agency for Production Crew personnel, Creative Services personnel, News Writers, Desk Persons and Broadcast Technicians, hereinafter called "Employees", excluding all supervisors, and other employees now or hereafter employed by the Employer, its lessees, successors, or assigns during the term of the Agreement.

### **1.0 DURATION**

#### **Section 1.1**

This Agreement shall become effective as of the day of signature, and shall remain in effect until 12:01 a.m. on January 1, 2009.

#### **Section 1.2**

This Agreement will continue in effect year to year thereafter unless either party notifies the other of its desire to change or terminate the Agreement sixty (60) days prior to the expiration of the original term or any subsequent term of this agreement. Notice given by one party will render notice given by the other party unnecessary.

### **2.0 NON-DISCRIMINATION**

#### **Section 2.1**

The Company and the Union will not unlawfully discriminate against any employee for engaging in protected concerted activities as defined by the NLRB or any activity of Section 1.3 of the NABET-CWA Sector By-Laws. Neither the Union nor the Company will unlawfully discriminate against any employee because of race, national origin, creed, gender, color, age, disability (as defined in the Americans With Disabilities Act or the applicable state or local law or regulation), sexual orientation, veteran status, or any other basis prohibited by federal, state or local law, ordinance or regulation.

### **3.0 UNION SHOP**

#### **Section 3.1**

As a condition of employment all Employees referred to shall, thirty (30) days after the date of execution of this Agreement, or in the case of new Employees, thirty (30) days after the date of hiring, become members of the Union and remain members in good standing in the Union during the term of this Agreement. Daily Hires must become members of the Union after one hundred sixty (160) hours of work for the Company in any calendar year provided only that such one hundred sixty (160) hours of work fall within a period of no less than thirty (30) calendar days.

The Company will, within one (1) calendar week after receipt of notice from the Union, discharge any Employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues or initiation fees, as required by the preceding paragraph.

The Company agrees to refer all applicants upon hiring and in any event within seven days after the commencement of work, to the local officers of the Union for information and advice as to the Union shop requirements of this Agreement and to notify the Local Union of such hiring within the seven day period. The Company, upon request of the Local Union, will supply such Local Union status sheets showing wage changes (other than daily and weekly upgrading and general wage adjustments), leave of absence of longer than one week, and terminations which have taken place in the active employment roster during the preceding month.

The Company will provide the Union with the Social Security number of each Bargaining Unit Employee.

The Union agrees to indemnify and hold harmless the Company against any claims brought against it by reason of its compliance with these provisions.

#### **4.0 DUES CHECK OFF**

##### **Section 4.1**

The Company agrees to deduct from the wages of its NABET-CWA Employees as shall so request in writing, any periodic dues hereafter becoming due from such Employee, and to transmit the money so deducted to the appropriate Union Office as hereinafter provided. Any NABET-CWA Employee desiring such deductions shall execute an effective wage assignment authorization. Such assignment shall be automatically cancelled when the Employee is no longer in the collective bargaining unit represented by the Union. Further, the Company may invalidate the assignment upon written notice to the Local Union if any court or any agency of the United States holds, rules, or declares that any provision of this assignment violates either the Labor Management Relations Act of 1947 (as amended), or the Labor Management Reporting and Disclosure Act of 1959. The total amount of any deduction shall be promptly transmitted by the Company by a check drawn to the order of the appropriate Union office of the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS - COMMUNICATIONS WORKERS OF AMERICA, naming the Local Union. Upon issue of such check and transmission of same to the Sector Secretary-Treasurer of said Union office, all responsibility on the part of the Company shall cease with respect to any amount so deducted. The Company shall not be bound in any manner to see to the application of the proceeds of any check. The Union and Local Union hereby agree to indemnify and hold harmless the Company from any claim that may be made upon it for or on account of any such deduction from the wages of any Employee.



## **5.0 NO STRIKES OR LOCKOUTS**

### **Section 5.1**

It is agreed that there will be no strike, stoppage of work, lockout, or other interference with Company operations, and that the Employees hereunder will perform their regular and customary duties for the Company during the term of this Agreement.

### **Section 5.2**

The Company may not assign, transfer or require bargaining unit employees to go to any radio station, television station, transmitter, studio or property that is neither owned nor operated by the Employer to perform the duties of employees on strike, except as provided for in this Section. In the event that a lawful, primary picket line is established against any NBC-owned or operated entity, bargaining unit members may be assigned, and Employees will cross picket lines as necessary, to perform their duties at the struck NBC facility but only to the same extent that they performed these duties prior to the strike. Where the Employer establishes a secondary entrance at an NBC-owned or operated facility, in the event of a picket line at that entrance premised upon the use thereof by an Employee in the circumstances herein, such picket line may not be honored by the Employee.

## **6.0 EMPLOYMENT**

### **Section 6.1**

All full time Employees will be probationary Employees for a period of the first six (6) months from the date of their employment with the Company. During such period, the probationary Employee will receive the benefits of working conditions and wage scales as provided herein. Probationary employees may be transferred to other units or discharged at the discretion of the Employer.

Upon completion of said period of probation, a full-time Employee will be deemed to be a regular Employee, and all provisions of the Agreement shall apply from that date forward, except that seniority shall then accumulate from the date of hire as a full-time Staff Employee.

In the event more than one employee commences work on the same day, lots shall be drawn in the presence of the Employees affected, a Steward and a representative of the Company not later than one (1) week after such commencement of work for the purposes of determining the relative seniority of the Employees involved.

### **Section 6.2**

Reserved

### **Section 6.3**

A. The Company may utilize "Daily Hire" personnel to augment staffing for any reason and from any source deemed appropriate by management. (i) Daily employees shall be paid for each day so worked no less than a daily base rate of pay equal to one-fifth (1/5) of the applicable weekly wage scale set forth (at any step of the escalator) in the group classification in the wage

provisions of Section 22 to which the employee is assigned.<sup>1</sup> Daily employees may be assigned to work at such rate for any eight (8) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Section 10.10 such employees shall receive additional compensation as provided in that Article. Any work performed by such employees in excess of eight (8) hours in any day or forty (40) hours in any regular work week (as defined in Section 10.2) shall be paid as overtime at one and one-half (1 ½) times the regular rate of pay hereunder in quarter (1/4) hour segments. In no case shall overtime accrue on overtime. In addition, any work performed by such employees on a holiday as defined in Section 13.2 shall be compensated at a rate equal to one and one-half (1½) times their straight-time rate of pay for all straight-time hours worked on any such holiday, and at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. A day is defined as a calendar day.

Daily hires may be hired on a daily basis to work a minimum of four (4) hours on any day at a rate of pay equal to one-eighth (1/8th) of their daily base rate for each hour worked, and shall not be entitled to any meal period unless they work more than six (6) consecutive hours in any day. In the event that such employees are required to work more than six (6) hours, they shall be paid the full daily base rate.

Daily employees shall receive, effective January 1, 2006, Thirty Dollars (\$30.00), effective January 1, 2007, Forty Dollars (\$40.00), and effective January 1, 2008, Fifty Dollars (\$50.00) a day in lieu of benefits, except that a tour of twelve (12) hours or less which begins on one calendar day and ends on another calendar day shall require only one (1) such payment. In the event the Company is required to cover daily-hire employees in any employee benefit program, the costs to the Company of providing such coverage shall be offset against such in lieu of benefits payment. The amount to be offset to provide such coverage shall be determined by the Company's Vice President, Labor Relations and the International President of the Union, or their designees. If they should fail to agree, the matter may be submitted to an Impartial Umpire by either party for the determination of the appropriate amount to be offset. The parties have agreed that the first Fifteen Dollars (\$15.00) a day of such in lieu of benefits paid pursuant to this paragraph shall be contributed to the Entertainment Industry Flex Plan.

In the event that the Company engages a daily-hire employee and cancels such engagement between 12:00 Noon and 7:00 PM of the day preceding his or her assignment, said employee shall be paid four (4) hours pay if the engagement was for an eight (8) hour call or longer, or two (2) hours pay if the engagement was for a four (4), five (5), or six (6) hour call. If the engagement is canceled after 7:00 PM of the day preceding the assignment, the daily-hire employee shall be paid four (4), five (5), six (6) or eight (8) hours pay, whichever is applicable.

B. A Daily Hire shall not be required to join the Union nor pay Union dues until he has worked 160 hours during any calendar year, provided only that such 160 hours of work fall within a period of no less than 30 calendar days. Upon reaching 160 hours during any calendar year then Section 3.1 of the Collective Bargaining Agreement shall apply and said Daily Hire shall be required to pay the applicable initiation fee that will be payable in installments under the NABET-CWA, Local 41 Bylaws.

---

<sup>1</sup> For initial placement on the wage scale on the date this Agreement is effective, a daily hire on the payroll as of that date will receive one year of credit on the wage escalator in the appropriate group for each calendar year preceding the effective date in which the daily hire worked as such for WSNS for 200 or more days.

If the Union provides the Company with packets of material regarding this Agreement and NABET-CWA membership, the Company will make them available to daily-hire employees.

C. The Company may hire employees on a daily basis (whether hired to work at a remote location or at the location of the office) up to a maximum of fifty percent (50%). The daily-hire allotment shall be calculated by multiplying by fifty percent (50%) the number of regular staff employees in the unit as of December 31 and then multiplying the result by 365 (e.g., .50 X number of regular staff employees in unit as of December 31, 2004 X 365). The annual allotment of man-days obtained by such calculation may be used throughout the year provided only that, by close of business on December 31 of each year, the Company has not exceeded its allotment. The following daily hires shall not count toward the annual allotment:

(1) daily hires assigned to work outside the Union's jurisdiction or on new Telemundo-produced programs or to replace staff employees so assigned;

(2) daily hires assigned to work on Olympics and other special programming or to replace staff employees so assigned;

(3) daily hires in any year in which they qualify for the additional benefits set forth in Section 6.3(h) of this Agreement;

(4) daily hires replacing employees on leave of absence.

Employees may be hired on a daily basis without any limitation on the number of consecutive days worked per daily-hire assignment. It is expressly understood that the Company has no intention to lay off regular staff employees on the payroll as of December 31, 2004 for the purpose of replacing them in their former positions with other employees hired on a daily basis (e.g., a laid off regular staff local news EJ cameraperson cannot be replaced in local news with a five-day-a-week daily-hire cameraperson(s) unless a person so hired has more unit seniority).

D. Reserved

E. Reserved

F. The Employer, through the Flex-Plan, shall maintain a record of daily hires used by name and the number of hours worked and such record shall be provided to the Union on a monthly basis.

G. It is expressly understood that daily hire employees are only guaranteed work for one (1) day's work as assigned. Being scheduled does not guarantee work for daily hires.

H. (i) The following provisions of this Agreement shall not apply to daily hires and daily-hire employment: Sections 6.1, Article 10 (except as provided for in Section 6.3A above), Section 12.8 (except for commutation on overnight events with the prior consent of the Company), Section 12.9, and Articles 13 through 19, inclusive.

(ii) An individual who works as a daily hire for two hundred (200) or more days in any calendar year shall be entitled to the following in the subsequent calendar year when employed as a daily hire:

- 1) Short turnaround (Section 10.3).
- 2) Continuous tour (Section 10.9).
- 3) One year of credit on the applicable Group escalator. Any such credit shall be retained until the year following that year in which the employee has not worked as a daily-hire employee for the two hundred (200) or more days in the preceding three (3) consecutive calendar years.
- 4) Callback (Section 10.4b) provided the tour the employee has completed lasted at least eight (8) hours.
- 5) Annual personal leave payment in an amount equal to four percent (4%) of such employee's straight-time rate of pay for all straight-time hours worked in the preceding calendar year, which shall be payable the second Friday of January of the following year.

#### **Section 6.4**

In the interest of assisting higher learning institutions, the Company may, from time to time, institute student-internship programs.

There shall be a maximum of four (4) student-interns participating in the program at any one time. These student interns may be paid at a federally established minimum wage (should the student-internship program so stipulate) and will not be required to join the bargaining unit. The duration of each student-internship will be compatible with the requirements of the sponsoring institution, and in any case will be limited to six (6) months.

Student interns who participate in these programs will not in any way replace bargaining unit members. They will learn by observation and actual operation of equipment, as assigned by management. Hands-on operation of equipment within the jurisdiction of the Union shall be limited for each intern to the length of said internship which cannot exceed in any event six (6) months.

While working within the Union jurisdictional areas, an intern will be assigned so as to learn the work that the bargaining unit person will perform. A bargaining unit person shall have discretion to instruct and oversee the intern and at the request of management may evaluate and inform management about the intern's performance. Under no conditions will a bargaining unit member be held responsible for any error made by a student intern.

As far as the law will permit, the Company agrees not to utilize anyone who has been a WSNS student-intern to permanently (as opposed to temporarily) replace bargaining unit members during an authorized strike. The Company's obligation is limited to this contract term and for any period occurring directly thereafter while an authorized strike is in progress.

## 7.0 JURISDICTION

### Section 7.1

Subject to the WSNS Computer Sideletter, the following jurisdictional provisions will be maintained during any periods where work is being performed which is connected with the preparation or presentation of broadcast material.

a. This jurisdiction includes all operation and routine non-electronic maintenance of television cameras, video switchers, audio boards, audio and recording devices, film chain and/or motion picture projectors. This jurisdiction also includes all operation and routine non-electronic maintenance in all audio recording areas.

b. This jurisdiction includes the technical work of shooting, editing, cutting and/or splicing, assembling, disassembling, cueing, cleaning and the preparation of all program material associated with the Employer's programs.

c. This jurisdiction includes the following services performed in connection with television programs broadcast or recorded for broadcast by the Employer: obtaining from station storage, setting up, moving, stocking, storing, building, constructing, repairing and removing sets, scenery, props and physical graphics and cue cards; obtaining from station storage, setting up, handling, operating, removing, storing and maintaining "live" and all other types of sound effects; and operating of lighting switchboards, lighting equipment and setting up of lights, maintaining of rigging and counterweight systems.

NABET-CWA Local 41 will relinquish to IATSE Local 2 the above current jurisdictional work (i.e., subsection c) to the same degree that such work is currently being performed by IATSE Local 2 for NBC at 454 N. Columbus Drive, Chicago, IL. It is understood that if and when WSNS-TV is no longer owned by NBC, the above jurisdictional work will revert back to and be performed by NABET-CWA Local 41. If WSNS-TV temporarily leaves its studios for a remote broadcast, any of the aforesaid jurisdictional work to be performed in connection with the remote will be performed by NABET-CWA, Local 41 or IATSE, Local 2, in accordance with existing practice at WMAQ-TV.

d. This jurisdiction also includes "stage managers" whose functions include, but are not limited to, the cueing of performers, the assembling of crew members and the relaying of instructions from the director to others on or about the place of the program, including all remotes.

e. This jurisdiction also includes the marking of scripts with the understanding that talent may continue to mark their own scripts. This jurisdiction also includes the preparation (excluding typing) and operation of manual or mechanical cueing devices, including but not limited to teleprompter devices. Nothing in this Agreement shall be construed to prevent utilization of electronic, computer or mechanical devices to give visual or aural cues, but this shall not affect other stage manager duties. The stage manager has not been laid off as a result of this exception to jurisdiction.

f. This jurisdiction also includes all set-up, storage and preparation of all microphones and microphone booms and stands; the recording, editing, dubbing, and playback of all audio tracks,

tapes, cartridges and turntables.

g. This jurisdiction includes the use of alphabetic and electronic character generators. This jurisdiction also includes directing and video switching, which may be regarded as one job assignment.

h. NABET-CWA represented bargaining unit employees may be assigned to perform work planning and structuring shows and rehearsals, screening phone calls for use on the air, and other duties customarily referred to as "producing." The Company may continue to have such work performed by persons not covered by the Agreement, subject to the agreements reached with respect to News Producers and Creative Services employees.

The present news producer, Rick Vento, will not be laid off for the purpose of having his producing work performed at WSNS by non-union employees hired or transferred from other staff positions to take his place. Nothing in this provision or elsewhere prohibits the Company from laying off this bargaining unit employee for lack of work or other business-related reasons. If, during the term of this Agreement, any new or existing full-time news program producer position is offered to and filled by a current regular NABET-CWA staff bargaining unit employee, any such bargaining unit employee shall have the right to accept that position and remain in the NABET-CWA bargaining unit.

i. Any equipment over which the Union has jurisdiction shall be transported by NABET-CWA represented employees, but also may be transported by non-unit personnel.

j. Notwithstanding NABET's jurisdiction over audio recording facilities, two (2) Spanish Language announcers may operate all equipment in what is known as the "audio recording booth" for audio tape auditions and for their own recordings for WSNS. The Company will provide the Union with the names of such announcers as they may change.

## **Section 7.2**

The Creative Services Unit will have the following jurisdiction:

a. Screening, writing and producing of all on-air promotions, public service announcements, and commercials produced by the Company. It is understood that the jurisdiction referred to herein is not exclusively within NABET's jurisdiction. The three present bargaining unit creative services employees, Elda Duran, Maria Morales-Salazar and Nicole McClearn, will not be laid off for the purpose of having their work performed at WSNS-TV by non-union employees hired or transferred from other staff positions to take their place. Nothing in this provision or elsewhere prohibits the Company from laying off these bargaining unit employees for lack of work or other business-related reasons.

b. The assignment of all in-house system numbers for station promotions, public service announcements and commercials. This includes slides, title cards, video tape and film. It is understood that the work referred to in this paragraph (b) is not exclusive to NABET represented employees.

c. The design of graphic arts and graphic art elements for the Company including the preparation of cue cards, sketches, drawings and mock-ups, provided that non-bargaining unit personnel may assist with the preparation of cue cards. These materials may be obtained from

sources outside the Company.

At least three weeks prior to the Company laying off an employee because of the use of the "non-WSNS-TV graphics service organizations" provisions of paragraph 1(c) of the Computer Sideletter, the Company will meet with NABET-CWA Local 41 to discuss a severance package for any employee so affected. Any employee laid off because of the use of the "non-WSNS graphics services organizations" provisions of paragraph 1(c) of the Computer Sideletter will be entitled at a minimum to the provisions of Section 17.3 of the Agreement (except Don Silva, as to whom the reference herein to "Section 17.3" shall mean Section 17.3 of the 2000-2003 Agreement) as well as the provisions of Section 17.5.

d. The Union has non-exclusive operating rights over any equipment, machinery or device obtained by the Company for use in the Creative Services Department.

### **Section 7.3**

a. This jurisdiction shall include construction, installation, maintenance and repair of all electronic devices owned, leased or used by the Company for the broadcast, closed circuit broadcasts, rebroadcasts, auditions, rehearsal, recording, re-recording and/or playback of audio, video and/or radio frequencies, excluding two-way radio devices.

b. This jurisdiction includes the operation, installation, maintenance and repair of all video tape machines and associated equipment owned, leased or used by the Company for broadcasts, rebroadcasts, rehearsal, recording, re-recording, duplicating, electronic editing, cutting or splicing to include but not limited to:

1. [Reserved]
2. [Reserved]
3. all video cassette and cartridge machines
4. all recorders using a disc recording format for slow motion and stop action recording
5. all video tape editing programming devices
6. all portable video recorders, regardless of format and/or playback capability, associated with hand-held television cameras.
7. time code generators/readers associated with videotape editing systems.

Bargaining unit members may be assigned to the aforementioned functions for audition purposes.

c. This jurisdiction includes the operation, installation, maintenance and repair of all camera video control units owned, leased or used by the Company for broadcast, closed-circuit broadcast, rebroadcast, rehearsal, recording and re-recording. Bargaining unit members may be assigned to the aforementioned functions for audition purposes.

d. This jurisdiction includes the technical alignment and preparation of all video tape machines and associated equipment, all electronic equipment or devices owned, leased or used by the Company for broadcast, rebroadcast, auditions, rehearsal, recording, re-recording and/or playback of audio, video and/or radio frequencies, excluding two-way radio devices.

e. This jurisdiction shall include the operation, maintenance, construction, installation and repair of all transmitters, including microwave transmitters/receivers used in minicam operations. Jurisdiction extends to mounting devices used with these systems, including tripods, pan/tilt heads, etc.

f. Bargaining unit Employees may operate any equipment, including that normally assigned to other departments, when such operation is directly associated with the testing, repair, alignment, check out or set-up of such equipment.

g. Factory maintenance of equipment or the installation of new technical equipment will be permitted under the terms of a new equipment purchase agreement, warranty or guarantee, or where such repair requires highly specialized personnel or equipment. One (1) or more NABET-CWA-represented maintenance employees may be assigned to assist in the maintenance or repair of such technical equipment, and at least one (1) NABET-CWA-represented maintenance employee shall be assigned to assist in the installation of such technical equipment.

h. Notwithstanding any provision of this Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, and whether or not the following equipment is still under warranty, non-unit personnel may modify, repair, and/or test monitors, scopes, microphones, cables, communication devices (e.g., headsets and RTS non-rack-mounted devices), touch-screens, speakers, graphics tablets, disc drives and keyboards; and modify, realign, repair and/or test fixed-site RF transmitters and receivers and related equipment, provided the work is performed outside the WSNS facility.

i. The provisions of Section 7.3 are non-exclusive work to NABET-CWA to the degree they concern computer equipment within the purview of the Computer Side Letter.

j. Persons not covered by the Agreement may operate audio or video recording and playback equipment for any purpose, but not so as to infringe upon the Union's jurisdiction over the actual broadcasting or physical editing of video tape as it exists elsewhere in this Agreement. If such operation takes place in areas where Employees covered by the Agreement are regularly assigned to operate the same equipment, those persons not covered by the Agreement shall follow appropriate procedures to determine the availability of such equipment for their use (e.g., notifying the supervisor or member of management on duty, if any).

#### **Section 7.4**

a. Jurisdiction of Employees will be maintained when the Company telecasts remotes, except as noted in Section 7.5. However, the conditions of this Agreement will apply to any and all WSNS NABET-CWA Employees assigned by the Company to remotes not within the jurisdiction of the Union, including those where jurisdiction would otherwise be waived by Section 7.5.

b. "Remote telecasts" shall include recording or other reproductions of such telecasts by



electronic or electromagnetic equipment or devices as well as "live" broadcasts.

- c. This jurisdiction shall include presentation and recording of remote originating programs which are videotaped for syndication.

### **Section 7.5**

Employees of all Groups covered by this Agreement agree to waive jurisdiction over remote telecasts under one or more of the following circumstances:

- a. When the broadcast origination point is more than fifty (50) miles from the Company's transmitter.
- b. When a remote is broadcast to which the Company does not own the underlying rights, or which is broadcast simultaneously by any licensed television station in addition to the Company's. Underlying property rights to broadcast as described in this section means those events to which the Company owns exclusively the right to produce, sell and distribute the particular event being delivered.
- c. When the Company is unable to obtain permission to place a crew at the scene of a scheduled broadcast (outside metropolitan Chicago) when unit jurisdiction would normally be in effect. The Company will advise the Union of every such occasion in writing as soon as it is aware of it. Except in emergency situations this notice will be given two weeks or more in advance.
- d. When circumstances will allow, the Company will make an effort to assign NABET-CWA-represented employees to perform work for any of the aforementioned programs.

### **Section 7.6**

Reserved

### **Section 7.7**

- a. Except as otherwise permitted in Section 7.4, the Company agrees that it will not transfer or sub-contract any work or functions covered by this Agreement and presently being performed by Employees in the bargaining unit, or to which Employees are entitled under the terms of this Agreement, to persons outside the bargaining unit, provided that with respect to work or functions which in the past have been performed for the Company both by persons within and without the unit the Company may continue to have such work performed outside the bargaining unit to a degree no greater than heretofore; and provided further that in the event that any "live" program is converted to optical film (35 mm), nothing in this Article shall be construed as in any way restricting the assignment of any work or functions connected with the production and processing of such optical film to persons outside the bargaining unit.
- b. The Union jurisdiction within this Agreement will be maintained; however, notwithstanding any provisions contained in the Agreement, WSNS-TV may sub-contract broadcast material, in whole or in part, under the following conditions:

- 1. NABET-CWA, Local 41 will be notified of the production, by name, location of

the productions, and the length of the program.

2. The production of broadcast material permitted by this Section must be produced on a remote location and cannot be produced within the studios of the Company.
3. The total number of hours of subcontracted broadcast material in any calendar year may not exceed the number of in-house on-the-air hours of broadcast material accumulated at the Station in the previous calendar year. On request, the Company will provide the Union with an annual accounting of both in-house and subcontracted broadcast-material hours by March 31<sup>st</sup> of each year.
4. It is the intention of the Company to continue to produce remote productions which it has done in the past. However, when circumstances prevail that limit the Company's ability to provide suitable staff, the Company may sub-contract up to six (6) remotes.

### **Section 7.8**

It is agreed that the Company may utilize MINICAM cameras in its studio and premises as the Company deems appropriate.

### **Section 7.9**

Notwithstanding this contract's jurisdiction provisions, these provisions shall not prevent the following work from being performed by non-unit personnel as herein provided:

- a. Daily hires, as provided in Section 6.3.
- b. Interns, as provided in Section 6.4.
- c. The Director of Engineering and Operations may inspect or operate all technical equipment to confirm proper operation, correctness of maintenance or installation, conformance with FCC and other governmental regulations, and may troubleshoot or provide hands-on assistance to NABET-CWA personnel in all technical areas.
- d. The Director of Research may perform any work as outlined in Section 7.1.
- e. The Director of Creative Services may perform any work as outlined in Section 7.2.
- f. The Director of News may perform any work as outlined in Section 7.10.
- g. The General Manager and Director of Engineering and Operations may perform any jurisdictional work under the following conditions: Such work shall not exceed a combined total of ten (10) hours per day, except that on the days of remotes and special events the combined total of hours of jurisdictional work performed by the General Manager and the Director of Engineering and Operations shall not exceed twenty (20) hours per day.
- h. Three (3) other Spanish-speaking, non-bargaining unit personnel may perform the

following jurisdictional work: producing; copy writing; floor directing; operation of Teleprompter and non-linear editing systems, including all physically connected technical equipment; building, handling, storing and placement of props and sets; and preparation of graphic materials. The Company will provide the Union with a list of these employees, and may change the composition of this list.

- i. NABET-CWA employees may be required to perform non-jurisdictional Company work without loss of pay. They will not be assigned to perform duties for which they are not qualified or for which they have not been properly trained.
- j. The Company has the right to use an outside entity (e.g. Liberty Livewire) to occasionally downlink and uplink any feeds.

#### **Section 7.10 - News/Minicam Department**

The jurisdiction of the News Department includes use of news wire, news operations involving the use of the teletype machines, the writing, re-writing, condensing, processing, editing and/or otherwise treating of news, information, commentary or other material for programs; the preparation of scripts and/or outline scripts for news, news commentary, sports and special event news programs. This jurisdiction also includes use of facsimile machines and radio monitors used for news purposes. Also included is the correlation of all recorded tape news material and/or filmed or videotaped news material for use in part or as a whole in the news programs or news auditions produced by the Employer.

EANS, emergency bulletins and routine clearing of teletype machines may be performed by non-News Department personnel. Further, it is understood that the use of news wires, teletype machines, facsimile machines and radio monitors for news purposes is not exclusive to NABET-CWA-represented employees.

- a. **Talent:** Talent or guests may operate electronic or computer devices which activate their program elements during their live or recorded presentation.

Non-bargaining unit on-air news talent may operate teleprompter devices designed for their own use and may write and broadcast their own material, and may also write material for others to broadcast. All other news material (including sports and weather) will be written in accordance with the terms of this Agreement.

On news shoots in the field, on-air news talent, who write and broadcast their own material, may communicate instructions to the minicam crew about such news shoots.

- b. **News Copywriters:** There will be a minimum of one (1) full-time Employee in the WSNS News Department.

- c. **Desk Person(s):** Employees shall perform "desk functions" as assigned by management which may include, but shall not be limited to: making camera, reporting and writing assignments, checking out stories, supervising bulletin coverage, editing news material, supervising newsroom activities, assisting in locating of Minicam crews, and the supervision of news editing which includes written copy as well as videotape. The desk person may perform

the duties of a staff producer as defined in Section 7.1(h) for news broadcasts.

d. Reserved

e. Reserved

#### **Section 7.11 - Cross Assignment**

Reserved

#### **Section 7.12 - Independent Contractors**

It is intended that bargaining unit personnel shall have the primary responsibility for performing the duties described in Article 7. The Employer may also assign such work to outside independent contractors, provided no qualified staff bargaining unit employee will be laid off as a result of such outside contracting, or there are insufficient qualified bargaining unit employees to perform the work required (such limitations shall not apply when the Station leases equipment and the lessor furnishes its own employees to operate its equipment).

#### **Section 7.13**

Nothing in this Agreement shall limit the Station's right to utilize a "turn key operation" for major installations and construction including the construction of a new facility for the Station. A "turn key operation" shall be one in which a contractor, subcontractor, constructs a new building, studio, Transmitter, including the installation of equipment. Once the contractor, subcontractor completes the job, equipment that is within the jurisdiction of the Union will thereafter be operated, repaired and maintained in accordance with this Agreement.

#### **Section 7.14 - Non-bargaining Unit News and Program Material**

It is understood and agreed that the Company may accept for broadcast without limitation live and/or recorded non-WSNS-produced news and program material, portions of programs (live inserts or segments of any length) and entire programs. This includes material supplied by any news and other information gathering organizations.

#### **Section 7.15 - Program Materials**

Reserved

#### **Section 7.16 - Scope of Jurisdiction**

The jurisdiction of this Agreement shall apply solely at the Company's studios, transmitter site and covered remotes when the station is originating programs produced and controlled by it to be broadcast by the station through its transmitter on its assigned FCC frequency for direct public reception. ("Broadcast by the station through its transmitter on its assigned FCC frequency for direct public reception" means the traditional analog service or the single primary digital program service which eventually will directly replace it. Upon the replacement of the analog program service by the primary digital program service this Agreement will apply only to that primary digital program service.) If work is performed by the Company outside the exclusive jurisdiction of this Agreement at the Company's studio facilities

or a remote location (e.g., material not to be broadcast by the station on its FCC assigned frequency for direct public reception, material broadcast on another UHF or VHF signal or on an AM or FM signal, syndicated programming, cable programming, non-broadcast material, non-primary digital program services, internet, etc.) the Company may utilize the services of bargaining unit employees on such work at their usual rate of pay, but such assignment shall not be deemed to cede jurisdiction over such work to the Union.

In the event the Union alleges that the Company is utilizing the provisions of this Section 7.16 in such a manner as to cause a substantial threat to covered employment, the Union may, upon notice to the Company, refer the matter to a Joint Study Committee to be comprised of Company and Union representatives and an arbitrator acting as a mediator. Such Committee shall meet for the purpose of discussing and attempting resolution of the alleged problem. Any resolution thereof shall remain in effect and govern the application of this clause as determined by the Committee.

#### **Section 7.17 – Duopoly and/or Hubbing Arrangement**

Nothing in this Agreement shall limit the assignment of duopoly and/or hubbing transmitter, transmission control and/or master control work to any personnel at other locations, Company-related or otherwise, or to Employees covered by this Agreement at such other locations, provided that such other locations are at least 50 miles from the WSNS studio or those persons performing such work are NABET-CWA represented employees if the location is within 50 miles of the WSNS studio. Such personnel or Employees, as the case may be, can perform transmitter control and/or master control work at such other locations electronically or through computers in lieu of the location covered by this Agreement. Should any Employee be laid off as a result of this provision, Section 17.3 of this Agreement (equipment changes) shall apply to such Employee. Employees who are laid off as a result of this language shall also have preferential hiring rights to return to a staff or daily hire position for which they are qualified, for twelve (12) months from the date of layoff. An employee who is returned to employment shall not subsequently receive severance pay for any period of employment for which severance was previously paid. Nothing in this Agreement will preclude the Company from assigning duopoly and/or hubbing transmitter, transmitter control and/or master control work to bargaining unit Employees if the duopoly and/or hubbing arrangement is controlled or majority owned by WSNS.

### **8.0 TRAINING AND WORKING CONDITIONS**

#### **Section 8.1**

The Employer agrees to maintain OSHA temperatures and noise levels and to supply necessary tools and equipment. If in the preparation, construction, operation, maintenance and repair of any equipment, news machines, news wires or any of the functions included in the Union's jurisdiction, work clothes are required by the Employer, such work clothes shall be provided by the Employer. Employee suggestions in connection with required work clothes will be considered by the Employer. Equipment clean up and reasonable time for personal cleanup, where made necessary by working conditions, shall be treated as work and not included in the employee's free time.

## **Section 8.2**

During the time that any transmitter repair or maintenance work of a hazardous nature is being performed, at least two (2) technicians, one (1) of whom shall be a member of the bargaining unit, shall be at the location of the work.

## **Section 8.3**

The Employer will schedule Employees to specific job assignments with adequate time to prepare for the execution of their duties.

## **Section 8.4**

Employees who are assigned to a job in which they have no recent prior experience must be given an adequate opportunity to adjust to their new duties and will receive individual training, if necessary. Management's decision on the above shall prevail.

## **Section 8.5**

The Employer and the Union recognize the need for safety in the workplace and in the manner in which Employees perform their duties. To that end, the Employer has established work and safety rules, which may be modified from time to time by the Employer after consultation with the Union, provided that an established level of safety standards shall not be decreased without the agreement of the Union. No employee will be required to perform work which is deemed to be hazardous without appropriate safety precautions.

## **9.0 MINIMUM STAFFING AND SET UP TIME**

### **Section 9.1**

a. As required for operational purposes which the Company determines in the first instance, a unit person or unit persons may be assigned to one (1) or more of the following positions:

1. Crew Chief
2. Technical Director
3. Audio Person
4. Character Generator
5. Camera, except fixed cameras
6. Floor Director
7. Transmitter Operator
8. Video Tape Operator (editing, cart playback and editing production video tape)
9. Video Control Operator

- 10. Setup and Utility Operator
- 11. Minicam
- 12. Master Control Operator
- 13. Maintenance
- 14. News and Continuity Writers
- 15. Graphic Arts
- 16. Producing
- 17. Directing
- 18. Avid Operations
- b. Reserved
- c. As required for operational purposes which the Company determines in the first instance, a reasonable amount of time shall be allocated prior to recording-and/or live broadcasts for required set-up.
- d. Reserved
- e. Unit members may be assigned to more than one (1) job function when the responsibilities of the jobs involved, the proximity of equipment, and operator's skill allow more than one (1) function to be accomplished. Reasonable training will be provided as necessary so that employees shall not be asked to perform tasks not within their competence.
- f. Additional personnel assignments will be made at the discretion of management or its designee.

## **10.0 WORK SCHEDULE, OVERTIME, AND PENALTIES**

### **Section 10.1**

A regular work day is defined as consisting of not less than eight (8) hours in any work day, which shall be computed by totaling the number of hours between the time an Employee reports for work and the time of completion of all duties for such work day, including one (1) hour for the first meal. A tour of duty starting any day and continuing into the following day shall be considered as one (1) tour of duty and attributed to the first day.

### **Section 10.2**

A regular work week is defined as consisting of any five (5) consecutive regular work days as defined above for a total of forty (40) hours, and as beginning at 12:01 a.m. Saturday and continuing until 12:00 midnight the following Friday. Each Employee shall have two (2) consecutive days off in each week. For this purpose, Friday and Saturday if consecutive shall be

consecutive days off.

The work schedule for Employees will be prepared by management and posted nine days in advance. Any revisions in the schedule, up to forty-eight (48) hours before the commencement of the shift, will be made by management. Days off will be included in the posted schedule. In the preparation of work schedules, the Employer will consider any suggestions and recommendations of the Employees which may be furnished through the Shop Steward.

### **Section 10.3**

There shall be a minimum of twelve (12) hours between the end of an Employee's original schedule or any extension thereof on any regular work day and the start of the next. A day off shall consist of thirty-six (36) hours off consecutively and two (2) days off, sixty (60) hours. Assignments during any portion of the above turnaround periods shall be compensated for, in addition to the regular rate, at Five Dollars (\$5.00) per hour for the portion of the assignment which encroaches on such turnaround period, except that the compensation shall be Ten Dollars (\$10.00) per hour, in addition to the regular rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the Employee's original schedule or any extension thereof. None of the above turnaround provisions shall apply to regularly established watch changes where the parties have agreed upon a rotating watch system, or to tours separated by vacation or by leave of absence in excess of two (2) days. In addition, none of the above turnaround provisions shall apply where two (2) hours or less elapse between the end of any tour or extension thereof, and the beginning of the next, in which event, such tour will be considered as one (1) continuous tour.

### **Section 10.4**

(a) Overtime: Hours worked outside of a regular work week or a regular work day shall be regarded as overtime and compensated at one and one-half ( $1 \frac{1}{2}$ ) times the regular rate of pay in quarter-hour segments, except that such overtime hours worked on tours involving night shift differential shall be additionally compensated as provided therein. In no case shall overtime accrue on overtime. Penalties shall not be considered overtime or part of the base pay. Once an Employee has reported to work his or her scheduled tour including overtime will not be shortened.

(b) Long Tours: If an Employee works more than eight (8) hours in any single tour, he or she shall be paid for all the hours in excess of eight (8) at one and one-half ( $1 \frac{1}{2}$ ) times the regular rate of pay. Compensation for this excess time shall be in addition to any base pay to which such employee may be entitled regardless of the length of the tour in question. For example, an Employee, who in any regular work week works three (3) eight (8) hour tours and one (1) twenty-four (24) hour tour will be compensated at the Employee's base pay for such work week plus sixteen (16) hours at one and one-half ( $1 \frac{1}{2}$ ) times the employee's regular rate of pay.

If an Employee is called back to work on a calendar day on which he or she has already started and completed a tour of duty, the Employee shall be paid for the time between the end of such tour and his or her start of work on the call-back. The Employee shall receive not less than a total of four (4) hours pay for the intervening time plus the time worked on the call-back.



provided, however, that for penalty purposes the call-back shall not be deemed extended beyond the time actually worked.

### **Section 10.5 – Work on a Scheduled Day Off**

(a) The posting of the nine (9) day schedule referred to in Section 10.2 shall freeze the Employee's days off for the period covered by the posting.

(b) An employee may be required to work on a scheduled day off. Seventy-two (72) hours' notice prior to 12:01 A.M. of the scheduled day off must be given, except if less notice is given a Fifteen Dollar (\$15.00) penalty shall be paid. Except as provided in the following paragraph, in the event that such notice is given within such seventy-two (72) hour period, at least eight (8) hours must elapse between the end of the Employee's previous tour and the start of a tour on any originally scheduled day off. If less than eight (8) hours elapse, then the elapsed time will be paid for as time worked and all hours will be paid for as one continuous tour. In the event that the Company notifies an Employee to report for work on a scheduled day off and then cancels such tour less than seventy-two (72) hours but more than twenty-four (24) hours prior to the scheduled starting time of work on such day off, the Employee shall be paid a penalty of Twenty Five Dollars (\$25.00). However, such Employee shall be paid for such tour if (i), after such cancellation, he or she is again notified to report for work on such scheduled day off and the employee's tour is again cancelled, or (ii), the Company cancels such tour upon less than such twenty-four (24) hours' notice.

### **Section 10.6**

A. Notice of daily schedule changes affecting starting time shall be given no later than 11:00 PM of the second day prior to the day in question, except by the addition of hours. If hours are added within the protected period, a ten dollar (\$10.00) incentive shall be paid in addition to any other compensation. When hours are added as a direct result of the indeterminate length of sports telecasts and/or the failure of Employees to report for work as scheduled, the ten dollar (\$10.00) incentive shall not apply. A schedule change of three-quarters (3/4) hour or less of overtime shall not incur the \$10.00 incentive. In no circumstance shall the employee receive more than one \$10.00 incentive per day in the event that multiple changes are made.

B. In lieu of the preceding paragraph, on scheduled field pickups or authorized Company business requiring travel and/or work away from the home office overnight, notice of daily schedule changes affecting starting time shall be given ten (10) hours in advance of the changed starting time, but not later than 9:00 PM of the work day prior to the day in question, except that in the event an employee is notified after 9:00 PM of a starting time schedule change or is given less than ten (10) hours advance notice, a penalty of Thirteen Dollars (\$13.00) shall be paid.

C. An employee who is assigned to news Minicam pickups may have his/her shift changed no later than ten (10) hours prior to the new start time, but not later than 10:00 p.m. on the day prior to the day in question; provided that:

i. In the event an employee is notified after 10:00 p.m. of a schedule change, or is given less than ten (10) hours advance notice, that employee shall be paid a penalty of Thirteen Dollars (\$13.00). An employee shall be paid only one such penalty per day, regardless of the number of changes made in the employee's shift or schedule for the day in question.

ii. In the event an employee is notified after 11 p.m. of the day prior to the work day in question, the change in starting time can only be made by adding work time to the previously scheduled hours at overtime rates.

### **Section 10.7**

If an Employee has completed a tour prior to the posting of a daily schedule change, it shall be the Company's sole obligation to notify that Employee of any change. Such notice shall be considered given at the time it is received by the Employee personally, or by any responsible person at the employee's home.

### **Section 10.8**

Minimum mandatory call in for regular Employee(s) shall be eight (8) hours except that an Employee may be called in for a four (4) hour shift on a voluntary basis on their normal day off.

### **Section 10.9**

(a) If an Employee has worked in excess of ten (10) consecutive days without having received at least one (1) day off, for all such days worked in excess of ten (10) and until such time as the Employee has received a day off, the Employee shall receive additional compensation at his or her straight-time rate of pay; provided, however, that if the Employee is otherwise receiving at least one and one-half (1-1/2) times his or her straight-time rate of pay for any hours thereof by virtue of another provision of this Agreement, the Employee's additional compensation therefor under this Section shall be at one-half (1/2) his or her straight-time rate of pay. It is not the intention of the Company to schedule an Employee to work in excess of twelve (12) consecutive days unless such assignment is necessitated by unusual operating requirements.

(b) If an Employee works six (6) consecutive days without at least one (1) of such days being a scheduled day off, the Employee will receive additional compensation at one-half (1/2) his or her straight-time rate of pay for all hours worked on such sixth (6<sup>th</sup>) consecutive work day and, similarly, if an Employee works seven (7) consecutive days without at least one (1) of such days being a scheduled day off, the Employee will receive additional compensation at one-half (1/2) his or her straight-time rate of pay for all hours worked on such seventh (7<sup>th</sup>) consecutive work day. The foregoing shall not be applicable to any hours on such sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day which are otherwise compensated for as overtime hours, nor shall this Section be construed to require additional compensation for work on an eighth (8<sup>th</sup>), ninth (9<sup>th</sup>) and/or tenth (10<sup>th</sup>) consecutive day of work without a scheduled day off. However, the foregoing additional compensation shall not be required in any situation in which an Employee works a sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) day as a result of the Company's accommodating a request by that employee.

### **Section 10.10**

An Employee who works between the hours of 12:00 Midnight and 8:00 AM shall be paid a night shift differential of fifteen percent (15%) of his or her straight time rate of pay for each such straight time hour worked, and a differential of twenty-two and one-half percent (22.5%) of his or her straight-time rate of pay for each such overtime hour worked.

An employee who has received night shift differential payments pursuant to Section 10.10 above for at least one hundred thirty (130) days during the twelve (12) month period immediately preceding December 31<sup>st</sup> of each year shall receive a differential of fifteen percent (15%) of his or her straight time rate of pay during the following calendar year for each week of the Employee's scheduled vacation as well as for purposes of computing any severance pay to which the Employee may become entitled pursuant to Section 17, but not pursuant to any other provision of this Agreement.

#### **Section 10.11 - Four (4) Day Work Week**

(a) The Company may schedule, with the consent of the employee(s) affected unless needed for operational reasons, a four (4) day work week to meet operational requirements. Such scheduling shall be posted with other work schedules on daily and weekly schedule forms. In determining its operational requirements for a four (4) day workweek, the Company will consider any suggestions and recommendations of the Employees, which may be furnished by the Employee to his supervisor or through the shop stewards. The Company will initially schedule the four (4) day work week for no less than three (3) consecutive weeks.

(b) A regular work day shall consist of ten (10) hours of work. This shall be computed as starting when the Employee reports for work at the designated location and shall end when the Employee is released from work at the end of his/her tour of duty, including one hour for the first meal. A tour of duty beginning on one calendar day and ending on another calendar day shall be considered as the same work day and attributed to the first calendar day.

(c) A regular work week shall consist of forty (40) hours of work with ten (10) hours per day on any four (4) of the seven (7) days beginning at 12:01 a.m. Saturday and continuing until 12:00 midnight the following Friday. Each Employee shall have three (3) days off in each week, at least two (2) of which shall be consecutive. Friday and Saturday shall be considered consecutive days.

(d) Notice shall be posted not less than two (2) weeks in advance. Any revision or change in the schedule shall be governed by Section 10.2, Paragraph 2 and Section 10.6.

(e) There shall be a minimum of twelve (12) hours time off between work days before the short turnaround incentive applies. When called in to cover for illness or unscheduled absences of other Employees, the minimum time off between work days shall be ten (10) hours before short turnaround incentives apply.

(f) A day off shall consist of not less than thirty-six (36) hours between the end of one work day and the beginning of the next work day.

(g) Section 10.4 language shall govern the payment of overtime. Minimum call-in shall be eight (8) hours for mandatory overtime on an Employee's scheduled day off and four (4) hours for voluntary overtime on an Employee's scheduled day off.

(h) Vacations for Employees on a four day work week schedule shall consist of forty (40)

hours of vacation time for each week of earned vacation. Such time is to be taken in whole days and not fractions of a day. Earned vacation time shall be computed as stated in Section 13.1.

**(i) Holidays/Personal Leave Days**

Employees scheduled to a four (4) day work week shall be allowed ten (10) hours of time off for each holiday day specified in section 13.2 that falls during the scheduled 4 day work week.

If an Employee is required to work on a holiday, s/he shall be paid at the rate of one and one half (1 1/2) times base pay for all straight time hours worked and at two (2) times base pay for all overtime hours worked after ten (10).

If an Employee is required to work on any of the aforesaid holidays, and such holiday is on such Employee's scheduled day off, s/he shall receive compensation at the rate of one and one half (1 1/2) times his/her straight time rate of pay plus one (1) paid day off to be selected by the Company.

An Employee shall receive the proportionate number of personal business days permitted under this Agreement, if such days fall during a scheduled four (4) day work week.

**(j) Sick Days**

An Employee shall receive the proportionate number of sick days permitted under this Agreement, if such days fall during a scheduled four (4) day work week.

**(k) Meal Periods**

Meal periods shall be governed by Section 11.1, except that, for employees on a four (4) day work week, the Company may assign the paid meal period of one (1) hour during the third, fourth, fifth, sixth, seventh or eighth hour of each ten (10) hour shift.

**(l) Night Shift Differential**

Night shift differential shall apply as defined in Section 10.10.

**Section 10.12**

Notwithstanding any provision of this Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, if the Company calls an Employee during the Employee's off-duty hours and discusses Company business (other than a schedule change in Section 10.7 above) for more than ten (10) minutes, the Employee shall receive one (1) hour's pay at his or her regular rate for each such completed call, provided the need to make the call does not result from an error or omission on the part of the Employee. In the event an Employee receives more than three (3) such calls in any one (1) calendar day, the Employee shall receive no less than eight (8) hours' pay at his or her regular rate.

## 11.0 MEAL PERIODS

### Section 11.1

(a) The length of the employee's first (1st) meal period shall be one (1) hour, except that the Company may assign a one-half (1/2) hour meal period to individual employees or groups of employees with their consent, or, without their consent, to those individual employees or groups of employees who are involved in (i) studio production (including those employees assigned to such a production who perform support functions, such as video tape, maintenance and graphics, for such production) on a day of rehearsal, air or taping, (ii) remotes or (iii) maintenance in connection with EJ editing, provided that in all such cases it pays such employees Thirty-Five Dollars (\$35.00) for each day they are so assigned. Notwithstanding any other provision herein, an employee who is assigned in accordance with (i), (ii) or (iii) above may not receive a scheduled meal period, but shall be given an opportunity to eat during the workday. Such an employee shall receive a flat payment, in addition to his or her regular compensation, of Forty Dollars (\$40.00) per day for each such day except that such Forty Dollar (\$40.00) payment shall not be required where the employee is given a one (1) hour meal period within the employee's first eight (8) hours of work. This payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to any provision herein.

An employee who elects to eat meals at a place not designated by the Company shall nevertheless remain obligated to report back to work at the time indicated by the Company (which may or may not include travel time) prior to the commencement of the meal period.

(b) The first (1st) meal period may not be scheduled earlier than the start of the employees' third (3rd) hour of work, and must be completed by the end of the sixth and one-half (6<sup>th</sup> and 1/2) hour, unless the employees affected agree to remain at work, in which event they shall receive a premium, in addition to their compensation, equal to half (1/2) their regular rate for each hour or fraction thereof after the sixth and one-half (6<sup>th</sup> and 1/2) hour until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours.

For employees assigned to perform all job functions associated with production and post-production activities and EJ editing, the first (1st) meal period may not be scheduled earlier than the start of the employee's third (3rd) hour of work, and must be completed by the end of the seventh (7th) hour, unless the employees affected agree to remain at work. In the event that the meal period is not completed by the end of the sixth and one-half (6<sup>th</sup> and 1/2) hour, such employees shall receive a premium, in addition to their compensation, equal to Twenty Dollars (\$20.00) for any encroachment upon the seventh (7<sup>th</sup>) hour, and half (1/2) their regular rate for each hour or fraction thereof after the end of the seventh (7<sup>th</sup>) hour until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours. Under no circumstances shall this seventh (7<sup>th</sup>) hour meal period be pre-scheduled.

Notwithstanding the foregoing, any employees who are assigned for the majority of their tour to perform any job functions associated with editing may not receive a scheduled meal period, but

shall be given an opportunity to eat during the workday. Such employees shall receive a flat payment, in addition to their regular compensation, of Forty Dollars (\$40.00) per day for each such day. This payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of this section.

An employee who is assigned for his or her entire tour to news pickup(s) in the field using electronic cameras capable of being hand-held, and associated equipment, may be required to delay his or her first (1<sup>st</sup>) meal period. It is understood that, in situations in which this Section is applicable, an employee's meal period will be delayed only where required by the exigencies of the assignment, and the Company will make every reasonable effort to reduce the situations in which such meal periods are delayed. The penalties in the first paragraph of this subsection (b) shall be applicable to this paragraph.

(c) In the event an employee remains on duty for a period longer than ten (10) hours, a second (2<sup>nd</sup>) meal period of thirty (30) minutes shall be scheduled not earlier than four (4) elapsed hours after the end of the first (1<sup>st</sup>) meal period, and not later than the employee's twelfth (12th) hour of tour, and the Company shall pay to such employee his or her rate of pay at time and one-half (1½) for such time taken off for the second (2<sup>nd</sup>) meal period.

However, in the event an employee's first (1<sup>st</sup>) meal period begins during the third (3<sup>rd</sup>) hour of the employee's tour and the employee remains on duty for a period longer than six (6) hours after the end of such meal period, a second (2<sup>nd</sup>) meal period of thirty (30) minutes shall be scheduled not earlier than four (4) elapsed hours after the end of the first (1<sup>st</sup>) meal period, and not later than the employee's eleventh (11<sup>th</sup>) hour of tour.

An additional period of thirty (30) minutes shall be scheduled after each four (4) hours of work beyond the second (2<sup>nd</sup>) meal period and shall be paid at the rate of time and one-half (1½).

(d) In the event a transmitter watch consists of one (1) employee, on a permanent or temporary basis in accordance with the provisions of this Agreement, the Company shall not be required to schedule a first (1<sup>st</sup>) meal period, and the first (1st) meal period provisions of this Article shall not apply to the employee assigned to such transmitter watch. However, such a transmitter watch employee who is not scheduled for a first (1st) meal period will be paid a per diem food allowance of Five Dollars and Fifty Cents (\$5.50) for each day on which such meal period is not scheduled.

(e) The following provisions shall be applicable to employees assigned to the gathering of news in the field using electronic cameras capable of being hand-held and associated equipment, and the technical editing of such news in the field (hereinafter referred to in this paragraph as "EJ"). These provisions of this paragraph and practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving the utilization of this equipment for EJ, nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under this Agreement.

(1) Notwithstanding the provisions above, an employee who is assigned for the majority of his or her entire tour to an EJ pickup(s) in the field may not receive a scheduled meal period, but shall be given an opportunity to eat during the workday. Such an employee shall receive a flat

payment, in addition to his or her regular compensation, of Forty Dollars (\$40.00) per day for each such day except that such Forty Dollar (\$40.00) payment shall not be required where the employee is given a one (1) hour meal period within the employee's first eight (8) hours of work. This payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of this Section.

(2) An employee assigned for the majority of his or her entire tour to an EJ assignment(s) that requires travel and/or work away from the home office overnight shall receive a flat payment of Forty Dollars (\$40.00), which payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to provisions herein. This amount shall be paid on every tour to which this subparagraph (e)(2) is applicable, whether or not any meal periods are delayed or missed on that tour, provided, however, that this subparagraph (e)(2) shall not be applicable if a Technical Operations management supervisor is present in the field with the crew or the video tape editor. It is understood that in situations in which this subparagraph (e)(2) is applicable, an employee's meal period will be delayed or missed only where required by the exigencies of the assignment, and the Company will make every reasonable effort to reduce the situations in which such meal periods are delayed or missed.

(f) If the Company requires an employee to work during the meal period or periods provided for in Section 11.1(c) above, the employee shall receive, in addition to the time and one-half (1½) pay required by Section 11.1(c), a penalty payment for each such meal period during which the employee works as follows:

First (1<sup>st</sup>) such meal period not received on a tour - \$7.00  
Second (2<sup>nd</sup>) such meal period not received on a tour - \$8.00  
Third (3<sup>rd</sup>) such meal period not received on a tour - \$9.00

The penalty payment shall thereafter be increased by one (1) additional dollar for each subsequent meal period not received on a tour following the third (3<sup>rd</sup>) meal not received.

(g) When the Company assigns a meal period at a full-up remote and the Company does not provide a meal, the Company shall pay to the Employee a meal allowance of five dollars (\$5.00).

## 12.0 TRAVEL

### Section 12.1

a. Employees will not be credited for time used in reporting to work at the studios or transmitter where they are normally assigned or remote sites within the area embraced by the surrounding six Illinois counties, namely Cook, Lake, DuPage, Kane, McHenry and Will. However, after reporting for work, all travel between assignments within that area will be considered as time worked and will be compensated for accordingly.

b. Travel distance to assignments which are within the jurisdictional area, but outside of the immediate six-county area, will be computed as the distance from the Company studio to the location of the assignment. Time spent in travel to and from such assignments will not be

considered as time worked, but will be compensated for at the Employee's straight time rate of pay. Overtime provisions and other incentives associated with time worked will not apply.

c. Time spent in travel to assignments outside of the jurisdictional area will not be considered as time worked. Employees will be compensated for such time at their straight time rate of pay. Overtime provisions and other incentives associated with time worked will not apply. Employees will be compensated for all time used in such travel beginning at the Employee's home or previous assignment, whichever is the actual starting point of travel, and ending at the point of lodging at the out-of-town location or the location of the assignment, whichever is the logical termination of travel.

### **Section 12.2**

a. Employees required to report for duty to a location other than the studio or transmitter shall be paid mileage when they are required by management to use their own personal vehicle for Company business, computed as the distance from the studio to the place of the assignment, plus necessary out-of-pocket expenditures.

b. Any Employee whose shift begins at the transmitter will be compensated for associated parking upon presentation of a validated parking receipt. Such payment does not constitute authorization for use of a car on Company business as described in paragraph 12.9(a) or (b).

### **Section 12.3**

When travel is required by the Employer, each Employee will be reimbursed for all travel and reasonable and necessary living expenses.

### **Section 12.4**

Employees assigned to scheduled field pickups or other authorized business for the Employer that requires travel and/or work away from the home office overnight shall receive a per diem allowance of Fifty-Three Dollars (\$53.00) for meals and incidental expenses.

### **Section 12.5**

Employees not covered by the foregoing shall be allowed a single payment of Fourteen Dollars (\$14.00) for meals beyond twelve (12) elapsed hours to Nineteen Dollars (\$19.00) for meals beyond sixteen (16) elapsed hours, if the Employee is on assignment beyond the end of such twelfth (12<sup>th</sup>) or sixteenth (16<sup>th</sup>) hour respectively.

### **Section 12.6**

The Employer shall advance to any Employee reasonable travel expenses upon request.

### **Section 12.7**

When an out-of-town assignment requires an Employee to remain away overnight, he/she shall be credited with a minimum of one eight (8) hour shift each day he/she is away. If his/her



actual work in any one day exceeds eight (8) hours, the overtime provisions shall apply except for training assignments and attending (as opposed to covering) conventions. If his/her regular days off occur while he/she is on extended out-of-town assignments, and no actual work is required on his/her day off, he/she shall receive his/her regular rate of pay for his/her day off, except for training assignments and attending (as opposed to covering) conventions.

### **Section 12.8**

Compensation at the current I.R.S. rate or thirty-six and one-half cents (\$0.365) per mile, whichever is greater, with a minimum of four dollars (\$4.00) for each work day involved shall be allowed an Employee for using his/her automobile with the consent of the Company in executing the business of the Company; except in no event shall he/she receive working credit for the time consumed in travel between his/her home and office. However, it is agreed and understood that the use of an Employee's car is not mandatory.

### **Section 12.9**

a. If an Employee uses his/her automobile on Company business with specific authorization of the Company, the Company will cause the automobile liability policies which it maintains to be extended so as to provide coverage to the Employee. It is understood that the Employee's own liability coverage will apply first and that the Company's coverage will be utilized only in the event that the Employee's coverage is insufficient. No Employee will use his/her own car for Company business unless s/he carries liability coverage.

b. If, while an Employee used an automobile on a Company assignment on which the use of an automobile was specifically authorized by the Company and such automobile is damaged by collision or upset or other cause, and the actual cost of repair thereof exceeds \$100, the Company will:

- i. if the automobile is not otherwise insured against such damage, reimburse the Employee up to \$100, or the actual cash value of the automobile, whichever is the lesser; or
- ii. if such automobile is otherwise insured against such damage, reimburse such Employee to the extent of the amount of any deductible imposed by the insurance carrier in the settlement of the claim up to \$100.

## **13.0 VACATIONS, HOLIDAYS AND LEAVES**

### **Section 13.1**

a. An Employee who is on the payroll on January 1 of any year shall be entitled to vacation with pay in that year in accordance with Company policy for non-represented employees, except that Employees who currently qualify for more than such policy shall not have such vacation amount reduced. See Attachment A for the policy in effect as of the date of this Agreement.

b. Pay for vacation periods shall be computed on the basis of a forty (40) hour week at each

Employee's base pay.

c. Before December 1 of each year, a management representative and a committee representing the bargaining unit shall confer for the purpose of discussing vacation scheduling for the following year. The vacation period for Employees shall run from January 1 through December 31. Conflicts regarding any vacation schedules shall be resolved by management in consultation with the vacation committee.

d. Separate vacation lists will be established for each Employee group. Vacation selection will be based on Group seniority.

e. No Employee may be recalled to duty for any reason during his/her vacation period. The Employer shall make a reasonable attempt to schedule days off consecutive with the Employee's vacation selection. Neither the vacation patterns nor vacation selections, as established above, may be changed except by mutual consent of the Company and the local committee, provided, however, that an Employee and the Company may mutually agree to advance to any open week(s) on the vacation pattern or to delay (except to a work week that includes Thanksgiving and during the period of December 22<sup>nd</sup> through January 2<sup>nd</sup>) the start of his or her vacation when the Employee has an unusual skill, ability or experience, or where the Employee has been working on an essential assignment which extends into such vacation period as originally scheduled, but not for the sole purpose of giving the Employee a better vacation period. In the event the Employee's vacation is carried over to the next vacation year, he or she shall pick the replacement period in accordance with this Section. In either case above, neither the Company nor the Union will coerce the Employee regarding the Employee's decision to advance or delay his or her vacation.

f. An Employee who is terminated or leaves for any reason will be entitled to payment in lieu of vacation credits on a pro-rata basis.

### Section 13.2

a. The following shall be deemed to be holidays under this provision, irrespective of the day of the week on which the holiday may fall:

NEW YEAR'S DAY (January 1<sup>st</sup>, except for 2006 only this shall be the day of celebration)

MARTIN LUTHER KING DAY (third Monday in January)

PRESIDENT'S DAY (third Monday in February)

MEMORIAL DAY (last Monday in May)

JULY FOURTH

LABOR DAY (first Monday after first Sunday in September)

COLUMBUS DAY (second Monday in October)

VETERAN'S DAY (November 11<sup>th</sup>)

THANKSGIVING DAY (fourth Thursday in November)

DAY AFTER THANKSGIVING (Friday after fourth Thursday in November)

CHRISTMAS DAY (December 25<sup>th</sup>, except for 2005 only this shall be the day of celebration)

b. If an Employee is required to work on any of the aforesaid holidays, he/she will receive compensation at the rate of one and one half (1½) times his/her straight-time rate of pay for all straight-time hours worked, and two (2) times his/her straight-time rate of pay for all overtime hours worked.

c. If a holiday falls on an Employee's scheduled day off and the Employee is not scheduled to work and does not work on any of the aforesaid holidays, no compensation will be due. However, if an Employee is required to work on any of the aforesaid holidays, and such holiday is on such Employee's scheduled day off, he/she shall receive compensation at the rate of double (2x) time for all hours worked.

d. If such aforementioned holiday occurs on an Employee's regularly scheduled work day during an Employee's vacation week (a week is understood to be from Saturday to Friday, inclusive), that Employee shall receive an additional vacation day.

### **Section 13.3**

The following company policies shall apply to regular Staff Employees in accordance with the terms and conditions of the respective policy:

(a) Sick leave.

(b) The Company's policy on leaves of absence for death in immediate family, family care and personal business (up to a maximum of five days).

(c) Employees covered by this Agreement may apply for other leaves in accordance with Company policy.

## **14.0 INSURANCE, PENSION AND WELFARE BENEFITS**

### **Section 14.1**

The GE Pension Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

### **Section 14.2**

The GE Savings and Security Program shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Program.

### **Section 14.3**

The GE Life, Disability and Medical Plan (excluding Part III) shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.4**

The GE Pensioners Hospital Indemnity Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.5**

The GE Medicare Insurance Plan for Part B Beneficiaries shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.6**

The GE Personal Accident Insurance Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.7**

The GE Dependent Life Insurance Plan for Hourly and Nonexempt Salaried Employees shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.8**

The GE Long Term Disability Income Plan for Salaried Employees shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.9**

The GE Work/Life Connections Program shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Program.

#### **Section 14.10**

The GE Employee Product Purchase Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.11**

The GE Adoption Assistance Program shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Program.

#### **Section 14.12**

The GE Long Term Care Insurance Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.13**

The GE Emergency and Family Aid Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.14**

The GE Personal Excess Liability Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.15**

The GE Stock Redemption Program shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Program.

#### **Section 14.16**

The GE A Plus Life Insurance Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.17**

The GE Security Life Insurance Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.18**

The GE Individual Development Program shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.19**

The NBC Universal Salary Continuance Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

#### **Section 14.20**

The NBC Universal Travel and Extra-Hazardous Insurance Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 14.21**

The NBC Universal Personal Business Days Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

#### **Section 14.22**

The NBC Universal Short Term Illness or Injury (Sick Leave) Policy shall be applicable to the

staff employees covered by this Agreement in accordance with the terms of that Policy.

#### **Section 14.23**

The NBC Universal Medical Disability Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

#### **Section 14.24**

The NBC Universal Family and Medical Leave Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

#### **Section 14.25**

The NBC Universal Child Rearing Leave Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

#### **Section 14.26**

The NBC Universal Bereavement Leave Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

#### **Section 14.27**

Changes in any of the GE Plans and Programs specified in Sections 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 14.10, 14.11, 14.12, 14.13, 14.14, 14.15, 14.16, 14.17 and 14.18 (the "GE Plans"), or NBCU Plans, Policies or Programs specified in Sections 14.19, 14.20, 14.21, 14.14, 14.23, 14.24, 14.25 and 14.26 (the "NBCU Plans"), made during the term of this Agreement which apply to non-exempt, staff employees of NBC Universal shall automatically be applicable under the same terms and conditions to eligible staff employees covered by this Agreement. The Union will be notified of such changes to the GE Plans or NBC Plans. The Company will supply the Union, upon request, with a copy of each of the GE Plans or NBCU Plans specified in this Article.

For purposes of the GE Plans set forth in Section 14.1 through 14.5 above, and subject to the preceding paragraph in Section 14.27, staff employees covered by this Agreement with a first day of work on or after July 1, 2005 or who are reemployed with a new first day of work on or after such date, shall be treated as "New Plan Participants" within the meaning of the applicable plans as set forth therein and provided with benefits based upon such status on the same basis as similarly situated non-exempt staff employees of NBC Universal.

#### **Section 14.28**

The claim of an employee concerning rights under the terms of these GE Plans listed benefit plans above may be processed in accordance with the grievance procedure as set forth in the collective bargaining agreement between the parties but shall not be subject to arbitration except by mutual agreement.

### **Section 14.29**

The Company and the Union, having negotiated concerning the subject of employee benefits, each waives the right to require that the other bargain collectively concerning any and all matters relating thereto during the term of this Agreement. However, nothing shall limit the rights of the plan sponsors of the GE Plans and/or NBCU Plans to unilaterally modify or make changes in the GE Plans and/or NBCU Plans referenced in this Article. The parties agree that there shall be no employee demonstration, strike, stoppage of work, or lockout or other interference with Company operations in connection with such matters during the term of this Agreement.

### **Section 14.30**

Nothing in this Article or in the plans, policies or programs referred to herein shall cause any employee, member plan participant, dependent, or beneficiary to receive duplicate benefits with respect to the same condition or period of time.

### **Section 14.31**

Notwithstanding Sections 14.27 and 14.29 above, the Company agrees that, during the term of this Agreement, it will not make the following changes to benefits available to those eligible NABET-CWA staff employees covered by this Agreement who are not New Plan Participants as defined by the applicable plans specified in this Article 14 (collectively, "NABET Non-New Plan Participants"):

1. Elimination of retiree medical coverage;
2. Initiation of an actuarial reduction in pension based on retirement between the ages 60-64;
3. Elimination of early retirement programs;

Provided, however, that such changes may be made to the benefits of NABET Non-New Plan Participants if they are also made on the same terms and conditions to the benefits of the represented employees of General Electric Company.

This Section 14.31 automatically expires on January 1, 2009; however, it shall not apply in the event the Company is sold or undergoes a fundamental change in its corporate structure.

## **15.0 MILITARY SERVICE**

NBC's Military Leave of Absence Policy shall be applicable to Employees covered by this Agreement.

## **16.0 JURY DUTY**

A regular Employee who is required by law to serve as a juror and who presents satisfactory written evidence of a notice for jury duty will be given the necessary time off (which shall not be considered work time) from his or her regular schedule for the period during which he or she serves as a juror, and will receive his or her regular base pay for all regular work days absent for jury duty. Such Employee is expected to report to work on any day the Employee's

jury duty hours reasonably permit.

## **17.0 LAY-OFF AND RECALL**

### **Section 17.1**

Lay-offs made necessary by decreases in the work force shall be made in inverse order of Unit seniority, except as set forth below. The Company agrees to give each Employee who is to be laid off two (2) weeks' written notice or, in the event that less than two (2) weeks' written notice is given, two (2) weeks' pay (at the applicable base rate of pay) reduced pro rata to the extent notice was given. Any regular Employee who has accrued five (5) or more years of Unit seniority shall receive three (3) weeks notice or pay in lieu thereof as set forth above.

Laid-off Employees (other than those laid off during their probationary period) shall be offered re-employment in the order of their Unit seniority as positions may become available. The rehire rights described above shall apply only to employment which, at the time of hiring, is anticipated to be for periods in excess of four (4) consecutive weeks and shall be conditioned upon and subject to the Company's sole discretion that the Employee(s) eligible for rehire possess(es) the skills and abilities necessary to perform the work involved in the position(s) to be filled ("walk-on qualified," as opposed to needing time to be or become proficient at the work at issue). If an Employee is recalled within two weeks of the date of original layoff, or before severance (as opposed to notice) payments have been made, his/her Company and Unit seniority date shall not be adjusted, no severance pay shall be due for this event, and in respect to any future layoff severance pay shall be determined from the Employee's unadjusted most recent date of Company seniority. If re-employed, the Employee shall be paid a salary commensurate with the salary level that existed at the time of lay-off.

### **Section 17.2**

Should any Unit position covered by this Agreement, for which the Employee is eligible by virtue of seniority and skill and ability, become available while the Employee is in laid-off status, the Employer shall notify the Employee by certified mail at the Employee's last known address, but may use any more expeditious means of verifiable notification available (personal delivery, facsimile, email). Any Employee so notified must notify the Company within seven (7) days of receipt of such notification of his/her intention to accept recall and must report for work within seven (7) days from the date he/she so notifies the Company. Failure to notify the Employer or failure to report for work within the time limits specified shall be considered a voluntary resignation and the Employee will lose all rights under this Agreement and all seniority if subsequently re-employed. All rights to re-employment for staff positions under this Article shall terminate three hundred sixty-five (365) calendar days after the date of layoff. Nothing in this Section 17 shall preclude the Company from giving laid off staff Employees who have recall rights under this Section 17.2 consideration for available daily hire work in his or her Unit, provided the Employee gives written notice to the Company at the time of layoff and six months thereafter of his/her desire for such work and the Company, in its sole discretion, determines that the Employee possesses the skill and abilities necessary to do the specific work.



### **Section 17.3**

Should equipment changes be instituted which result in lay-offs of Employees, the Company agrees to make a reasonable effort to find other positions for such Employees, provided that in the Company's sole discretion the Employees possess the skills and ability to perform the work. Employees laid off by reason of such changes will be entitled to a Special Severance Allowance of \$1,750 if they have accrued from three to five years seniority as of the date of layoff; \$3,250 if they have accrued from five to ten years of seniority as of the date of layoff, and \$4,000 if they have accrued over ten years of seniority as of the date of layoff, in addition to the severance pay provided in Section 17.5 below. Such Special Severance will be payable beginning the fifth week after layoff, in weekly installments of \$100 per week until exhausted or the Employee is recalled from layoff, whichever comes first. An Employee recalled from layoff will not receive further Special Severance after the recall, unless laid off again under this provision, in which case the Employee will be entitled to receive the remaining unpaid balance of Special Severance plus any additional amount earned by accruing further seniority after recall from layoff.

### **Section 17.4**

The Company will make a reasonable effort in the event of a staff layoff in any Unit to place the affected Employee in another Unit if regular staff work is available and in the Company's sole discretion he or she possesses the present skills and ability to perform the work.

In the event of such a transfer because of a lay-off, an Employee shall retain his/her total Company seniority and the salary that Employee was receiving on the date of transfer. Company seniority is measured by the length of service for WSNS in any capacity. This Company seniority shall govern but not be limited to governing insurance benefits, wage classification, sick leave, and vacation rights; however, when commencing work in the new Unit, those transferred shall begin a new Unit seniority on the date they enter the new Unit. This new Unit seniority shall govern (but not be limited to governing), lay-off and rehiring privileges outlined in this Agreement.

Transfer to another classification will not abrogate an Employee's rights to reclaim his/her original classification. If the transferred Employee returns to this original Unit within five years without an interruption of seniority, all rights and privileges granted to him/her shall be the same as on the date of lay-off.

### **Section 17.5**

The Company will grant employees who are terminated severance pay as follows:

0 - 2 years service with the Company – two (2) week's pay

Over 2 years service with the Company – one (1) week's pay per year of employment

Upon written request the Employee's severance check will be made available on the next regular pay day of the payroll cycle starting immediately following the notice.

Employees who voluntarily terminate their employment with the Company, or who are discharged for just cause, will not be entitled to severance pay. Also, under no circumstances will any severance be granted to an Employee who does not return to work at the end of a leave of absence. Employees who are offered employment by a successor Employer will not be entitled to severance pay from the Company (as defined in the first paragraph of this Agreement).

## **18.0 AIR CREDITS**

### **Section 18.1**

It shall be the Company's policy to give air credits to the Director, Technical Director and Producer of all locally produced programs of thirty (30) minutes duration or longer at least once a week, and when time permits the entire crew, except where circumstances make the giving of such credits impractical, and except on those programs where no air credits are given. The Company and the Stewards will cooperate in establishing those shows and crew members to receive air credits. Final discretion rests with the Company.

## **19.0 TUITION REFUND**

### **Section 19.1**

The NBC Tuition Refund Plan shall be applicable to the regular Staff Employees covered by and in accordance with the terms of this Agreement and the Plan.

## **20.0 GRIEVANCE AND ARBITRATION**

### **Section 20.1**

In the event of any grievance by an Employee or the Union as to the meaning or interpretation, or an alleged violation of any provision of this Agreement the following procedures shall be followed:

(a) The Steward and, if available, the grieving Employee, shall present it orally to the designated station representative within seven (7) calendar days after the event or condition giving rise to the grievance for the purpose of attempting settlement; in the event that an Employee has a personal complaint, he/she may discuss the complaint with his/her management supervisor, provided, however, that the Steward shall have the right to be present at the resolution of the complaint;

(b) The designated station representative will orally answer the grievance within seven (7) calendar days of the presentation of the complaint by the Steward or the Employee.

(c) If the grievance is not settled orally, the Steward may file a written grievance with the designated station representative. This action must be taken within seven (7) calendar days of the oral reply to the oral complaint. The written grievance should specify the Article and Section of this Agreement which is relevant to the complaint and the essential facts involved (including the date, location and the Company and/or Union personnel involved); however, a written grievance can be relevant to more than one Article and Section;

(d) No later than seven (7) calendar days after receipt of a written grievance, the designated station representative shall answer the grievance in writing and/or at a meeting at which the Stewards and, if possible, the aggrieved Employee are present;

(e) Upon settlement of any written grievance between the Union and the Company, said settlement shall be reduced to writing in language agreeable to both parties, signed by both parties and each party shall retain a copy;

(f) If the grievance is not settled within ten (10) days of the written answer and/or the discussion at the meeting, either party may request arbitration by delivering a signed, written notice to the effect directed to the other party. The parties may first attempt to select an arbitrator. If the parties do not agree upon an arbitrator within two (2) weeks (or such longer period upon which the parties mutually agree), the case may be referred to the American Arbitration Association in Chicago in accordance with the Association's rules, except the Association shall submit additional lists until the parties mutually select an arbitrator. The matter shall be determined by an arbitrator selected pursuant to such rules;

(g) A grievance which is not referred to arbitration within thirty-eight (38) calendar days of the event which gave rise to the grievance shall be deemed abandoned. Any step or time limits in the grievance procedure may be extended by mutual agreement of the parties in writing.

(h) Multiple grievances may be submitted to arbitration only by written mutual agreement of the parties;

(i) A final decision or award of the arbitrator shall be made within thirty (30) days after the close of the hearing. Such decision shall be binding on both parties and each of them will promptly comply. Each party will bear its own expense in carrying out the provisions of this Agreement, but will share equally the expense of the arbitrator;

(j) In no event shall the arbitrator modify or amend the provisions of this Agreement, nor shall the same question or issue be the subject of arbitration more than once, except upon a showing of new evidence, change of condition, or circumstances;

(k) A duly authorized representative of NABET-CWA may investigate or inspect operations of the Company in conjunction with grievance matters covered by this Agreement at reasonable hours and in such a manner as not to disturb the normal operations of the Company, and must secure permission in advance from the Company;

(l) Any Employee acting in an official capacity as a representative of the Union may confer with the Company during regular working hours without loss of time and pay. Such authorized conference will be at a mutually agreeable time;

(m) In the case of meetings requested by the Union, in which the Steward is called in during his/her non-working hours, the Company will not be required to pay the Steward;

(n) In the case of meetings in which the Company requests the Steward's presence during his/her non-working hours, the Company will pay for the Steward's time subject to all provisions

of this Agreement;

(o) The Company shall make every effort to schedule Stewards to shifts which will facilitate discussion of labor matters with the Company;

(p) The Company will make a reasonable attempt to arrange the schedules of the Union Stewards so that they may attend regularly scheduled Executive Board meetings.

## **21.0 MANAGEMENT RIGHTS**

### **Section 21.1**

Except as clearly and explicitly abridged by any provision of this Agreement, the Company reserves and retains exclusively all of its normal and inherent rights with respect to the management of the business, whether exercised or not, including but not limited to its rights to determine, and from time to time re-determine, the number, location and types of its plants and operations, and the methods, processes and materials to be employed; to discontinue conduct of its business or operations in whole or in part; to select and direct the working forces in accordance with the requirements determined by management; to create, modify or discontinue job classifications, to establish and change work schedules and assignments; to transfer, promote or demote Employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for cause; to prohibit staff employees from moonlighting or performing work for other companies, employers, or businesses without the express prior written consent of the Company; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of the business.

## **22.0 WAGES**

Group 2		Effective Date	2006	2007	2008
Teleprompter, Library		Weekly			
	0-1 years	485.00	509.25	534.71	561.45
	1-2 years	738.50	775.43	814.20	854.91
	2-3 years	830.50	872.03	915.63	961.41
	3-4 years	917.00	962.85	1010.99	1061.54
	4 years +	1161.00	1219.05	1280.00	1344.00

Group 5		Effective Date	2006	2007	2008
Newswriters, Graphic Artists, CHY/GRA, Audio, EJ, Creative Services, Assignment Desk, Floor Director, Robotics/L/V, Tech. Maintenance		Weekly			
	0-1 years	536.00	562.80	590.94	620.49
	1-2 years	830.50	872.03	915.63	961.41
	2-3 years	869.00	912.45	958.07	1005.98
	3-4 years	973.00	1021.65	1072.73	1126.37
	4 years +	1251.00	1313.55	1379.23	1448.19

Group 6		Effective Date	2006	2007	2008
Mini-Cam, Segment Producer; Program Producer (less than one hour)		Weekly			
	0-1 years	606.00	636.30	668.12	701.52
	1-2 years	858.00	900.90	945.95	993.24
	2-3 years	897.50	942.38	989.49	1038.97
	3-4 years	1005.00	1055.25	1108.01	1163.41
	4 years +	1291.50	1356.08	1423.88	1495.07

Group 7		Effective Date	2006	2007	2008
Chief Photog, SNG truck, Transmission, Program Producer (one hour or more)		Weekly			
	0-1 years	615.50	646.28	678.89	712.52
	1-2 years	871.50	915.08	960.83	1008.87
	2-3 years	911.50	957.08	1004.93	1055.18
	3-4 years	1020.50	1071.53	1125.10	1181.36
	4 years +	1312.00	1377.60	1446.48	1518.80

Group 8		Effective Date	2006	2007	2008
Director, TD		Weekly			
		1419.00	1489.95	1564.45	1642.67

### **23.0 (RESERVED)**

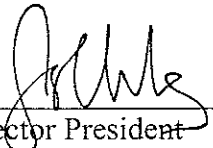
## 24.0 ENTIRE UNDERSTANDING

It is specifically understood that this Agreement constitutes the entire understanding between the parties hereto and neither party shall be bound to grant any additional demands which may be made by the other party except to comply with the terms of this Agreement. The foregoing applies to any matter which was or could have been made the subject of collective bargaining between the parties. As to matters not contained within this Agreement, the Employer retains the right to unilaterally institute, modify, change, restrict or eliminate any policy or procedure, so long as the end result is not inconsistent with the express terms hereof or "past practice" under this Agreement.

Notwithstanding the foregoing, if new equipment (as opposed to updated or replacement equipment) of the type then used by bargaining unit employees incorporating substantially new technology is introduced during the term of this Agreement, the parties, upon the request of either of them shall negotiate on any proposed modifications to the existing terms and/or past practices of this Agreement relating to such new equipment. If agreement is not reached on such modified provisions, either party, as its sole recourse, may take economic action in support of its position.

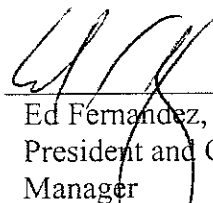
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NATIONAL ASSOCIATION OF BROADCAST  
EMPLOYEES AND TECHNICIANS/  
COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO, LOCAL 41

By:   
Sector President

By:   
Ray W. Taylor, President, Local 41

WSNS-TV

By:   
Ed Fernandez, Vice-  
President and General  
Manager

## WSNS-TV COMPUTER SIDELETTER

Notwithstanding any other provision of this Agreement or any arbitration award, grievance settlement or practice to the contrary (except as set forth in paragraph 5 below):

1. (a) Persons, whether or not covered by the NABET-CWA / WSNS Agreement, may operate computer systems in the performance of their work functions. (The term computer system is understood to include, but not be limited to, any or all of the following: processors, microprocessors, terminals, modems, keyboards and other input devices, telephone lines and fiber optic and other related communication and data transmission equipment, printers, memory devices, and other peripheral equipment and software). Such operation may be performed in any area or location to collect, input and process data and may include, without limitation, (i) entering material into the memory or storage of any equipment used by NABET-CWA employees in the performance of their work under this Agreement or into a digital-analog video converter card (wherever located) and/or recalling such material to air; (ii) entering instructions into a computer system which may control the operation of any other equipment on which NABET-CWA employees perform work (e.g., for recording, editing, sequencing and/or triggering the playback of video files directly to air, to direct the movement of cameras, to operate switchers, etc.); (iii) encoding scripts and other material for use in "closed captioning"; (iv) entering and electronically transferring material to electric prompting devices for any use, including during rehearsal and/or broadcast; and (v) loading and unloading disc-packs, tape or any other storage medium used in connection with such computer system, provided a NABET-CWA-represented employee or employees shall continue to operate equipment if necessary to the performance of their exclusive work functions when the internal memory of the equipment is receiving the data and/or instructions from such computer systems; and (vi) input data or instructions into a computer system for the purpose of, including, but not limited to, scheduling or moving any on-air elements, reporting discrepancies and maintaining the station log.

(b) In addition to WSNS NABET-CWA-represented employees who are permitted to perform news writing, producing and assignment editing covered by this Agreement, persons other than NABET-CWA-represented employees who are permitted to perform a function(s) covered by this Agreement may operate such keyboards and other input devices for either input, transfer, or recall in order to perform such functions and, in addition, any person may remove, distribute and otherwise handle any printed output produced.

(c) Any material gathered and/or created by a non-WSNS news and/or other information-gathering or production service organizations and by non-WSNS graphics service organizations (including, but not limited to, Associated Press International, Metro Traffic, Reuters, News Election Service, National Weather Service and any other non-WSNS organization whose services or products are provided to multiple stations or outlets in the broadcast industry (albeit specific to individual stations or markets) may be used for any purpose in connection with any other equipment used by NABET-CWA employees, including, but not limited to, insertion in the memory of such equipment, either by direct connection from the non-WSNS organization or indirectly through a storage medium or by any other means, provided that a NABET-CWA-represented employee or employees shall continue to perform whatever operations (if any) of the equipment are necessary when the internal memory of the equipment is receiving the data and/or instructions.

(d) Equipment covered by the NABET-CWA / WSNS Agreement may confirm to a

computer system, as defined in subparagraph (a) above, the receipt of data and/or instructions and/or the execution of instructions from any source without the assignment of a NABET-CWA-represented employee.

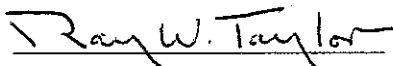
(e) Computer systems referred to herein are not equipment under the jurisdiction of the NABET-CWA / WSNS Agreement nor shall NABET-CWA assert any jurisdictional claim with regard thereto because of the fact that such computer system is connected to such equipment and/or is used to collect, input and process data which, subsequently, is used in the memory of such equipment for the purpose and in the manner described in (a), (b), (c) and/or (d) above.

2. Management may assign NABET-CWA-represented employees to perform any of their work on computer systems. In no event shall the performance of such work on a computer system be prejudicial or precedential to the determination of jurisdiction over other work performed on those computer systems.

3. It is expressly understood that nothing in this Sideletter will affect the Company's right, if any, to use existing exceptions or any other provisions of the NABET-CWA / WSNS Agreement.

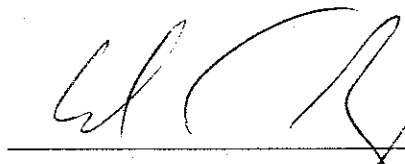
4. The provisions of this Sideletter and practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving the use of such equipment and systems for the purpose described herein, nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the NABET-CWA / WSNS Agreement.

5. In interpreting and applying the provisions of the WSNS Computer Sideletter, an arbitrator may receive evidence that would be admissible under the NABET-CWA / NBC Master Agreement and relevant to the interpretation or application of the Computer Sideletter of such Master Agreement.



Ray W. Taylor, President

NABET-CWA, Local 41



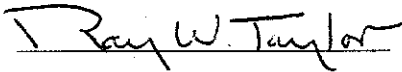
Ed Fernandez, Vice President and General Manager

WSNS-TV

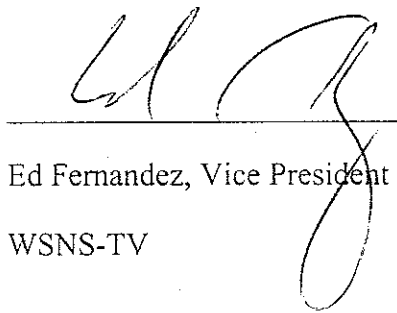


**NON-LINEAR COMPUTER EDITING SYSTEMS SIDELETTER**  
**(Formerly the Avid News Cutter and Media Composer Sideletter)**

The parties agree that the WSNS-TV Computer Side Letter to this Agreement gives the Company full discretion in making assignments to non-linear computer editing systems such as AVID, ImMIX, Lightworks and Quantel Editbox which, it is agreed, are included in the definition of computer systems as set forth in paragraph (a) of that Side Letter. It is further agreed that persons not covered by this Agreement may also operate any audio and/or color-correcting equipment which is not part of such systems, but is associated therewith or used in connection therewith, provided such operation is in conjunction with their assignment on such systems, but which may or may not be performed simultaneously. To encourage the Company to continue to assign NABET-CWA-represented Employees to operate such non-linear computer editing systems, the Company will provide training, as necessary, to such Employees.



Ray W. Taylor, President  
NABET-CWA, Local 41



Ed Fernandez, Vice President and General Manager  
WSNS-TV

## WSNS-WMAQ CROSSOVER PAY SIDELETTER

1. NBC, in its sole discretion, may assign and/or train any WSNS NABET-CWA bargaining unit member to perform work covered by the Master Agreement. WSNS, in its sole discretion, may assign and/or train any NBC NABET-CWA bargaining unit member to perform any work covered by the WSNS Agreement. When such work or training is performed by any bargaining unit employee the pay they receive, as described under Sections 2 and 3 below, will be the only departure from his/her respective collective bargaining agreement. All other provisions of his/her collective bargaining agreement will be applicable to the hours-spent training or working for the opposite employer, except as modified by this Agreement.

It is understood that when a WSNS employee performs work for NBC such work will not be considered to violate Section 21.1 or the "Moonlighting Sideletter" of the WSNS Agreement.

Program material produced by NBC and WSNS-TV may be freely used by either NBC or WSNS-TV.

2. (a) Any NABET-CWA-represented WSNS-TV staff employee who performs work (for purposes other than training lasting twenty (20) days or less) covered by the Master Agreement shall be paid the higher of his/her current rate of pay or the minimum applicable wage rate under the Master Agreement as determined in accordance with Section 11.5 of the Master Agreement for the length of such assignment, provided that such employee is paid no less than one (1) hour at such rate, and further provided that if such employee is given such an assignment for more than six (6) hours in a tour, he or she shall be paid such rate for the entire tour. (Example: If a WSNS employee edits videotape for NBC, he or she shall be paid at the Group 5 or above wage scale in Article A-III of the Master Agreement.) An employee who is so upgraded for one hundred and fifty (150) or more days in any calendar year shall receive one year of credit on the Group 2 escalator for future NBC assignments. Any such credit shall be retained until the year following that year in which the employee has not worked in such an upgraded capacity for one hundred and fifty (150) or more days in the preceding three (3) consecutive calendar years. Furthermore, such a WSNS-TV staff employee who is scheduled to work a four (4) day/ten (10) hour workweek and is so upgraded on all four (4) such days shall receive credit for five (5) days toward the one hundred and fifty (150) days requirement.

(b) Any NABET-CWA-represented WSNS-TV daily hire employee who performs work covered by the Master Agreement (for purposes other than training lasting twenty (20) days or less) shall be paid at least the minimum applicable wage rate under Sideletter 32 of the Master Agreement for the length of such assignment, provided that such employee is paid no less than one (1) hour at such rate, and further provided that if such employee is given such an assignment for more than six (6) hours in a tour, he or she shall be paid such rate for the entire tour. (Example: If a WSNS-TV employee edits videotape for NBC, he or she shall be paid at the Group 5 or above wage scale in Article A-III of the Master Agreement). An employee who is so upgraded for two hundred (200) or more days in any calendar year shall receive one year of credit on the Group 2 escalator for future NBC assignments. Any such credit shall be retained until the year following that year in which the employee has not worked in such an upgraded capacity for two hundred (200) or more days in the preceding three (3) consecutive calendar years. Furthermore, such a WSNS-TV daily hire employee who is scheduled to work a four (4) day/ten (10) hour workweek and is so upgraded on all four (4) such days shall receive credit for

five (5) days toward the two hundred (200) days requirement.

(c) Any NABET-CWA-represented WSNS employee who is assigned to an area where work is being performed for both WMAQ and WSNS (e.g. a maintenance or transmission area), and work functions are commingled to the extent that no distinction can be made between work on WMAQ versus WSNS material or equipment, shall be paid the appropriate NBC Master Agreement rate, in accordance with paragraph 2(a) or (b) above.

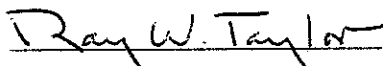
(d) Any NABET-CWA-represented WSNS-TV employee who trains WMAQ-TV employees shall be paid at least the minimum applicable wage rate in accordance with paragraph 2 (a) or (b) above.

(e) The provisions of Sections 12.3 (c) and (d) of the Master Agreement shall apply to NBC assignments made pursuant to paragraphs 2 (a), (b) and (d) above.

3. An NBC bargaining unit employee either staff or daily hire will, if assigned to work or train in a WSNS bargaining unit position, be paid at the wage scale under Section A3.1 of the then current NBC Master Agreement at a pay rate no less than he/she is currently making. If an NBC employee is making less than the applicable minimum rate under the WSNS Agreement, such an employee will be upgraded to the appropriate rate for each hour they perform work for WSNS-TV. The provisions of 12.3 (c) and (d) of the Master Agreement shall apply to such WSNS-TV assignments.

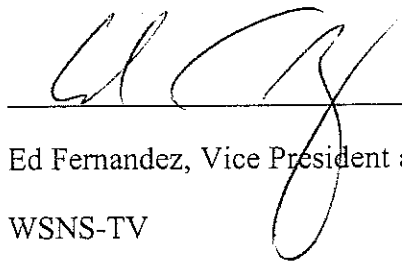
4. (a) If a staff WSNS bargaining unit employee is hired as a staff NBC bargaining unit employee, NBC will give the employee credit for his/her length of service with WSNS-TV under Section 11.2 of the Master Agreement.

4. (b) If a staff NBC bargaining unit employee is hired as a staff WSNS bargaining unit employee, WSNS-TV will give the employee NBC Company service credit for his/her length of service with NBC under Sections 13.1 and 17.5 of the WSNS Agreement.



Ray W. Taylor, President

NABET-CWA, Local 41



Ed Fernandez, Vice President and General Manager

WSNS-TV

July 10, 2005

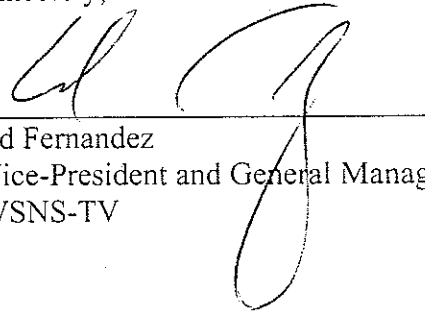
Mr. Ray W. Taylor  
President  
NABET-CWA Local 41  
203 North Wabash  
Chicago, Illinois 60601

Dear Ray:

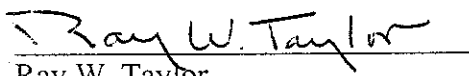
This letter confirms the parties' understanding that under the provision of Section 21.1 granting the Company the right "to prohibit staff Employees from moonlighting or performing work for other companies, employers, or businesses without the express prior written consent of the Company," such consent will not be withheld arbitrarily.

If you are in agreement with the foregoing, please so indicate by signing below and returning a copy of this letter to me.

Sincerely,



Ed Fernandez  
Vice-President and General Manager  
WSNS-TV



Ray W. Taylor  
President, NABET-CWA, Local 41

Date: 11/17/06

## DRUG AND ALCOHOL TESTING PROGRAM

### I. POLICY STATEMENT

1. The Employer (WSNS) and NABET-CWA, Local 41 adopts this policy in an effort to improve the safety, health and productivity of the work environment. It is understood that the overriding purpose of this policy is to prevent and resolve employees' problems with alcohol or drugs.
2. Employees who have, or think they may have, any problem with alcohol or drugs are expressly encouraged to come forward and confidentially disclose these concerns, so that in cooperation with the Employer and the Union all steps, including rehabilitation, if appropriate, can be taken to assist the Employee. There will be no disciplinary action of any kind imposed upon an Employee for seeking the Employer's assistance by voluntarily disclosing a problem or potential problem with alcohol or drugs.
3. There shall be no random testing for drugs or alcohol for any reason except as provided for in Section V, Rehabilitation, of this policy. An Employee who refuses to submit to random testing of any kind, except as provided for in Section V, Rehabilitation, of this policy shall not be disciplined, nor shall that Employee be refused access to the workplace.

### II. DEFINITIONS

1. **"Controlled Substances" and/or "Drugs."** "Controlled substances" and/or "drugs" means and includes all substances (including alcohol) and/or medications that can modify one or more normal body and/or mental functions. "Controlled substances" and/or "drugs" includes all chemical substances or drugs listed in any controlled substances acts or regulations applicable under any federal, state or local law. They also include prescription drugs as such drugs also may affect the Employee's performance of his/her job. Over the counter medications are specifically exempted from this policy.
2. **"On the Job."** An Employee is considered "on the job" whenever the Employee is on work time. This includes a paid lunch hour unless the Station Manager authorizes the consumption of alcohol, during said time.
3. **"Employer Property."** Employer property includes owned/leased buildings and parking lots, owned/leased vehicles and any other property or premises while used or leased by the Employer.
4. **"Possession."** Possession includes more than being physically held by a person. It includes being in areas over which the Employee has control (e.g., purses, lunch boxes, personal automobiles, lockers and limited-access work areas) but this policy does not authorize body searches.

### III. PROHIBITED ACTIVITY

A violation of this policy will result in reassignment of an Employee and/or disciplinary action up to and including immediate termination. The following are strictly prohibited when occurring on the job:

1. **Alcohol.** Possessing open containers, consuming (except as permitted by the Station Manager) or having a blood/alcohol (or urine equivalent) level of .04 or greater.
2. **Controlled Substances.** Using, transporting, being under the influence of, testing positive for, selling, attempting to sell, purchasing, distributing, manufacturing, or dispensing a controlled substance is strictly prohibited. However, possessing and/or using a prescription medication is permitted: (1) in strict accordance with a physician's direction, and (2) when the Employee has complied with paragraph IV of this Policy.
3. **Testing and/or Rehabilitation.** Refusing to submit to testing and/or rehabilitation programs as outlined in this policy. Switching or tampering with any urine and/or blood sample used for testing. An inability to produce a sufficient urine sample in a prescribed amount of time will not be deemed a "refusal" provided a blood sample, if requested, is given at the collection site.
4. **Compliance with Rehabilitation Program.** Failing to comply with or complete a recovery program when referred by the Employer.
5. **Being convicted** of a criminal drug violation occurring on the job.

### IV. PRESCRIPTION DRUGS

When a physician prescribes the use of prescription drugs, the Employee is required to ask the physician and/or pharmacist whether such drugs may adversely affect his/her ability to safely and/or efficiently perform assigned duties. Using or being under the influence of such drugs is prohibited where such use may impair the Employee's ability to safely and/or efficiently perform his/her job or may adversely affect his/her safety or the safety of others. Before commencing work, an Employee is required to advise his/her immediate supervisor or manager that he/she is taking medication which could impact on the Employee's ability to perform assigned duties safely and efficiently. If there is any question concerning the Employee's ability to perform the job safely, the Employee will be assigned to other duties, if appropriate and if available, or the Employee will be sent home on sick leave. Any Employee who violates this provision is subject to disciplinary action up to and including immediate discharge.

### V. REHABILITATION

1. An Employee who fails a test for alcohol or drugs the first time, will be offered the opportunity of entering a rehabilitation program, provided the test was not conducted by reason of an accident or injury or the circumstances of drug or alcohol use did not pose a danger of injury or accident to the Employee or others. The Employee will be granted a leave of absence

of up to thirty (30) days for participation in the program and may use accumulated vacation and sick leave during said leave.

2. The opportunity to enter a rehabilitation program must be consistent with the recommendation of a drug/alcohol counselor who certifies that the Employee will benefit from the program.

3. As a condition of entering the rehabilitation program the Employee must sign a Last Chance Agreement, which shall include provisions providing for random post-program drug testing (no more than 6 times in a period, not to exceed one year, to be administered at the discretion of the Station Manager or his/her designee) and completing follow-up care as recommended by the program or drug/alcohol counselor.

## VI. SEARCHES

1. **Search of Employer Property.** Desks, storage areas and Employer Vehicles and/or any other Employer property must be used according to the standards of the Employer. All such areas must be used only for work-related purposes. The Employer reserves the right at all times and without prior notice to have Employer representatives in the company of a Union Steward, Alternate Steward or bargaining unit member, conduct searches and/or inspections of any and all Employer property for the purpose of determining if this policy has been violated.

2. **Search of Employee and/or Private Property of Employee.** All vehicles and containers, including but not limited to, bags, boxes, purses and lunch boxes, brought onto Employer property are subject to inspection at any time by an Employer representative, in the company of a union steward, alternate steward or bargaining unit member, when there is probable cause to suspect that this policy has been violated and such an inspection is reasonably necessary in the investigation of such violation(s). Nothing in this policy authorizes the body search of an employee.

## VII. TESTING

Employees can be required to submit to drug and/or alcohol testing. Testing occurs:

1. When there is probable cause to believe that an Employee is impaired and/or under the influence of any controlled substance, drug or alcohol while on the job, or is otherwise in violation of this policy. Probable cause means suspicion based on personal observations of an Employer representative and a Shop Steward, Alternate Steward (if readily available), or bargaining unit member concerning the appearance, behavior, speech, attitude, mood and/or breath odor of the Employee. If the two disagree they shall choose a third observer to make the determining evaluation. The observers shall record their observations in writing stating the date, time, length of observation, location of observation, and actions of the Employee which they believe constitute drug or alcohol impairment. Such statements shall be signed by the observers and given to the Operations Manager, who shall retain them with the same level of confidentiality as medical records and destroy them if the test result is negative.

2. Pursuant to state, federal or local laws or regulations.

3. After an Employee has participated in a rehabilitation program pursuant to Section V.
4. When an accident or incident occurs in which safety precautions are violated or careless acts are performed of such a nature which suggest that drug or alcohol use may have been a contributing factor. This requirement will be waived when the injury or accident was solely the result of a third party's action.

## VIII. TESTING PROCEDURE

When an Employee is requested to submit to testing pursuant to this policy, the Employee will be asked to sign the appropriate consent and authorization for release of information forms. If the Employee refuses to cooperate in taking the test and/or signing the applicable forms, the Employer, nonetheless, may take disciplinary action. The Employer must use a recognized and reputable laboratory for performing the test, with sufficient facilities and quality control features to ensure accuracy in test diagnosis and the capability to store samples. Chain of custody procedures must be observed at all times.

Testing may be for drug or alcohol impairment only and not for any other medical conditions. Neither the Employer, nor any medical or testing personnel, shall disclose any information regarding the fact of testing or the results of testing to any other employer or client. All test results and related information will be given the same confidentiality as any other medical information by the Employer.

An Employee who submits to controlled substance testing will be tested for substances including, but not necessarily limited to, amphetamines, barbiturates, benzodiazepines, cocaine, opiates, marijuana, methadone, phencyclidine (PCP), alcohol and/or the metabolites of these substances. To have a positive result on the confirmatory test, the test levels must equal or exceed those levels established by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, as positive for the respective substance, and .04 blood/alcohol equivalent for alcohol. These levels presently are:

Marijuana metabolites <sup>1</sup>	15 ng/ml
Cocaine metabolites <sup>2</sup>	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	2000 ng/ml
6-Acetylmorphine <sup>4</sup>	10 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine <sup>3</sup>	500 ng/ml

<sup>1</sup>Delta-9-tetrahydrocannabinol-9-carboxylic acid.

<sup>2</sup>Benzoylcegonine.

<sup>3</sup>Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

<sup>4</sup>Test for 6-AM when morphine concentration exceeds 2,000 ng/ml.



These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

The laboratory will be instructed to test any sample for controlled substances using an initial screening test. The laboratory will be instructed to confirm any positive initial test using an alternative confirmatory methodology. An Employee who disputes positive results shall have the right, within ten (10) working days of when he/she is notified of the test results, to have his/her initial sample independently retested by an authorized laboratory at his/her choice and expense. If the independent retest indicates a negative result, the Employer may elect to retest the Employee's initial sample. If the results are again negative, the Employee will be put back to work immediately (if he/she is off work) and made whole for any loss of pay occasioned by the first positive test results.

#### IX. EMPLOYEE AWARENESS AND ASSISTANCE

The Employer will establish a drug awareness program for the benefit of its Employees, including Managers, Stewards and Alternate Stewards, which shall include identifying symptoms of drug and alcohol usage. The Employer shall make information available regarding the dangers of drug use and abuse.

X. The Company agrees to indemnify and hold harmless the Union against any claims brought against it by reason of its agreement to these provisions.

XI. It is agreed that the provisions of Article 20, Grievance and Arbitration, apply to any action taken by the Company pursuant to the drug and alcohol-testing program.

## PERSONAL COMPUTER, E-MAIL AND VOICE MAIL POLICY

This policy applies to the use of personal computers, Macs and/or workstations, owned by the company, referred to as "PCs" hereafter. This policy also applies to employee-owned PCs only when such PCs are on Company premises and/or are being used to perform any Company business. This policy additionally applies to all other electronic Company-operated information systems such as voicemail ("v-mail"), electronic mail ("e-mail") and Internet (including World Wide Web) usage.

### Personal Computer, E-Mail, etc.

- All Company work must be performed on Company-owned PCs. No Company work may be performed on an employee-owned PC, without explicit permission from the Company. No employee-owned PC may be brought onto Company premises without explicit permission from the Company, nor may any Company data be stored, maintained or backed up on PCs owned by an Employee. If your job requires that you regularly "take work home" please contact the station controller for information regarding obtaining a Company-owned laptop computer.
- Company-owned PCs may only be used for business purposes. Users must comply with all software licenses, copyrights, and all other state and federal laws governing intellectual property. Illegal copying, pirating or otherwise using software is expressly prohibited. No one other than Information Systems personnel may lease, purchase or install any software on Company owned PCs. The use of externally acquired software (purchased or downloaded from the internet) is prohibited.
- Employees should have no expectation of privacy of information stored on Company PCs and electronic information systems. All software, files, spreadsheets, calendars, work product, messages, memos, or any other data created and/or stored on Company PCs are the property of the Company. An employee whose employment with the Company has terminated or whose duties no longer require the use of Company PCs will not be permitted to retain any such information/data.
- Authorized Company personnel have the ability to access data and messages, whether or not password protected, on Company information systems at any time, with or without the Employee's advance consent. For example, absence due to illness, vacation or any other reason may necessitate access to an Employee's e-mail or v-mail messages. Similarly, even when data or messages are erased, the Company still may recreate them. Therefore, Employees should not expect that information stored on the Company's information systems will remain private. **Note: Passwords may be overridden.**
- All communications on Company PCs and electronic information systems must be courteous and professional. Examples of misuses or abuses of the system include, but are not limited to, vulgarities or obscenities, sexual comments or images, racial slurs, or any comments that may be considered offensive to someone on the basis of their gender, age, race, sexual orientation, religious or political beliefs, national or ethnic origin, disability or any other classification protected by law.
- The content of any electronic information (e.g., e-mail or v-mail) that is distributed is the responsibility of the Employee-sender, regardless of from where the sender obtained the material. Examples of information that should not be distributed include games, chain

letters, jokes, offensive material and any non-business related executable programs. E-mail or Internet information printed to hard copy is subject to the Company's solicitation and distribution policies.

- Employees who receive from any source messages which are inappropriate or otherwise in violation of this policy must notify the sender to cease sending such material and may provide the sender with their off premises non-Company personal e-mail address if they use one.
- All computer and information systems data, including e-mail and v-mail, may be retrieved and used as evidence in legal proceedings. Accordingly, employees must not put anything into an electronic communication or a voice mail communication that they would not put into a written memo or letter.
- Distribution of electronic information in any form, including e-mail, v-mail, computer files and computer information attachments must be transmitted only to those individuals who have a business need to receive them. E-mail and v-mail distribution lists should be constructed and used carefully. These distribution lists should be updated regularly to reflect changes in responsibility or employment status.
- The Company requires system users to utilize passwords in order to insure the security and confidentiality of information. Passwords must be disclosed to I.S. Any attempts at unauthorized access to data or electronic messages by any individuals other than the intended users or recipients of that information are against Company policy. System access must be password protected and these passwords must not be disclosed to anyone except other Company personnel on a strict need-to-know basis. Note: authorized Company personnel may override passwords.
- If a temporary employee uses a regular employee's workstation (v-mail and/or e-mail) due to illness, vacation or for any other reason, and is granted access to the system via that employee's password, that password must be changed immediately upon the regular employee's return.
- If an employee leaves their work areas for an extended period of time during the workday, they must not leave their computer on and/or e-mail application open. In addition, all employees are required to log off the network and shut down their computer at the end of each day. This will prevent unauthorized personnel from accessing associate files or sending e-mail communications using that employee's name.
- Employees must always use their own I.D. and/or password when using Company computers. Sending messages using someone else's name, password, or masking the I.D. of the sender is prohibited.
- Employees must ensure that Company PCs are secure whether on or off premises, and that confidential Company information is maintained and protected.
- Company confidential information must not be sent over any public or non-secure network, such as the Internet, unless authorized by management.
- Use of the e-mail system to copy and/or transmit any document, software or other matter in violation of the copyright, patent or any other applicable laws is strictly prohibited.
- In order to preserve the integrity of the I.S. asset database, no one, other than Information Systems personnel, may physically move any computer equipment from one location to another or re-assign any computer equipment from one user to another.
- The Company must protect the attorney-client and work product privileges covering communications from and to the Company's legal counsel. Accordingly, messages generated from or to the Company's legal counsel with others inside or outside the Company must not be forwarded to anyone else without the attorney's express authorization. In

addition, this prohibition includes any communications that deal with legal issues, or in which representatives of the Company's Legal Department are mentioned or copied. These communications must not be forwarded to persons outside the Company under any circumstances except with the attorney's express authorization.

- Employees who have any direct knowledge of any misuse of Company PCs or information systems must notify their supervisor or Human Resources.
- Employees accessing the Internet are representing the Company when doing so. Accordingly, all such communications should be for professional, business reasons and should not be for personal use. Each employee is responsible for ensuring that they use their Internet access privileges in an effective, ethical, and lawful manner. "Chat rooms" may be used to conduct official Company business, or to gain technical or analytical advice. Electronic mail may be used for non-confidential business contacts.
- At no time may an employee use PCs to download, send, read, copy or otherwise have anything to do with pornographic material. At no time may an employee use Company PCs to download, send, read, copy or otherwise play computer games. Company PCs must be used only for matters related to the Company's business operations. The only exception to the business use only policy is the infrequent reading or composition of an appropriate personal message performed on the employee's non-work time.
- Violation of this policy may result in disciplinary action, up to and including immediate termination.
- Exceptions to any of the items above must be approved in advance by the Station Controller.

## **UNION REPRESENTATIVES**

### **Savings and Security Program Agreement**

This Agreement (referred to as the "NBC-NABET-CWA Local 41, Representatives Savings and Security Program Agreement") is entered into by and between the Telemundo Communications Group, Inc, (the "Company") and the National Association of Broadcast Employees and Technicians, Communications Workers of America (NABET-CWA, Local 41), AFL-CIO or its successor (hereinafter called the "Union" or "Local 41") acting for itself for the purpose of establishing a procedure for:

(1) Company salary and wage payments to employees when performing as a steward or other representative of Local 41 while on a Local Union leave of absence as provided in the NABET-CWA, Local 41-WSNS-TV Agreement and participation of such employees in the GE Savings and Security Program (the "Program"); and

(2) Local 41 reimbursement of these payments and certain related Company expenses.

It is mutually agreed as follows:

#### **Section I. Union Payments**

(1) Local 41 shall make, on behalf of a steward or other representative of Local 41, a monthly payment to the Company of the amount of earnings, if any, such employee receives from the Company attributable to time spent on Local Union leave of absence in accordance with Section 13.3 or Section 20.1 of the NABET-CWA, Local 41-WSNS-TV Agreement (including related FICA and FUTA taxes imposed on the employer); and

(2) Promptly after the end of each month, the Company will inform Local 41 of the amount of Union payment due for each steward or representative of Local 41 under this Procedure.

(3) The Company will deduct from the local dues check-off monies each month amounts sufficient to cover the amount determined under Paragraph (1) above. In the event that such funds are insufficient to cover the amount determined under Paragraph (1) above, the Union shall directly reimburse the Company for any deficiency.

#### **Section II. Modifications and Amendments**

(1) Not more than 90 days and not less than 60 days prior to the expiration of NABET-CWA, Local 41-WSNS-TV Agreement and any anniversary date thereof, either the Company or the Union may present to the other notice of proposed modification or additions to the provisions hereof. Within 15 days after such notice is given, collective bargaining negotiations shall commence for the purpose of considering such modifications or additions. Failing agreement thereon, the Union shall have the right to strike but this Agreement shall continue in effect, as provided in Paragraph 2 below of this Agreement. However, in the event of such strike, the Company may, at its option, terminate this Agreement upon 10 days' written notice to the Union.

(2) This Agreement shall become effective for pay delivered on or after ratification of a new collective bargaining agreement and execution of this Agreement, but shall not commence earlier than the first day of the first full pay period following such transfer and execution hereof and shall continue in full force and effect between the Company and the Union until the 31<sup>st</sup> day of December, 2008 and from year to years thereafter, unless not more than 90 and not less than 60 days prior to such date or any anniversary thereafter either the Company or the Union shall notify the other in writing of its intention to terminate this Agreement upon such date or anniversary date.

### Section III. Administration

This Agreement shall be administered by the Company, which shall have the same powers, responsibilities and discretion with respect to the administration of this Agreement as the Company has with respect to the administration of the Program.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed to this Agreement by their duly authorized representatives this 17<sup>th</sup> day of November, 2006.

NABET-CWA, LOCAL 41

WSNS-TV

Ray W. Taylor

[Signature]

## Attachment 'A'

### Vacations

Staff employees on the active payroll as of December 31<sup>st</sup> or who receive pay in the last fiscal week of the calendar year, and who return to work in the following year, are eligible for vacation in such following year. Any staff employee, who is not on the active payroll as of December 31<sup>st</sup> or who did not receive pay in the first fiscal week of the calendar year becomes eligible to take earned vacation upon reinstatement, unless the absence exceeded one month, in which case the employee becomes eligible to take earned vacation after working one month in the new calendar year.

#### **Amount of Vacation – Staff Employees Hired Prior to May 12, 2004**

Staff employees who were hired on staff prior to May 12, 2004, who in either case meet the vacation eligibility requirements, will be entitled to vacation with pay, in the succeeding calendar year in accordance with the following schedule:

Service Credit		Amount of Vacation in the
At Least	But Less Than	Following Year
6 months	1 year	5 days
1 year	5 years	10 days
5 years	10 years	15 days
10 years	20 years	20 days
20 or more years	20 years	25 days

*\* Staff employees hired before May 12, 2004 with 15 or more years of service as of May 11, 2004 will continue to be eligible for 30 days of vacation upon achieving 30 years of service.*

After completion of 6 months or of 1, 5, 10 or 20 years of service credit, a staff employee is immediately eligible for the additional of vacation in that year.

NOTE: Any employee who was continuously employed by Vivendi Universal Entertainment prior to May 12, 2004 and who has not had a break in service with NBC Universal subsequent to May 12, 2004 will be subject to the former Vivendi Universal Entertainment vacation policy to the extent that and for so long as such policy entitles such employees to more vacation and he or she does not have a break in service.

**Amount of Vacation – Staff employees hired on staff on or after May 12, 2004, who in either case meet the vacation eligibility requirements, will be entitled to vacation with pay in accordance with the following schedule:**

GE Service	Annual Vacation Allotment
First partial year of hire	Pro rata portion of the 10 days based on date of hire
1-4 years	10 days (Earn as you go – “EAYG”)
5-9 years	15 days (EAYG)
10-19 years	20 days (EAYG)
20-29 years	25 days (EAYG)

Eligibility for incremental vacation days begins on January 1<sup>st</sup> of the year in which you reach a service milestone, but days are earned pro rata during the year.

To apply the “earn as you go” concept inherent in this vacation entitlement formula, the following chart, select the column indicating the number of vacation days the employee is eligible to earn in a full calendar year. Then follow that column down to the row that corresponds with the number of months the employee has worked during that year. Note that one-half a day is equivalent to four hours.

**Cumulative Vacation Earned  
Earn As You Go**

<b>Months Worked*</b>	<b>10 days</b>	<b>15 days</b>	<b>20 days</b>	<b>25 days</b>
<b>1</b>	1	1	1.5	2
<b>2</b>	2	2.5	3	4
<b>3</b>	2.5	3.5	5	6.5
<b>4</b>	3.5	5	6.5	8.5
<b>5</b>	4.5	6	8	10.5
<b>6</b>	5	7.5	10	12.5
<b>7</b>	6	8.5	11.5	14.5
<b>8</b>	7	10	13	16.5
<b>9</b>	7.5	11	15	19
<b>10</b>	8.5	12.5	16.5	21
<b>11</b>	9.5	13.5	18	23
<b>12</b>	10	15	20	25

*\*Must be on active payroll and work at least 1 day in that month to earn vacation in that month.*

NOTE: Any employee who was continuously employed by Vivendi Universal Entertainment prior to May 12, 2004 and who has not had a break in service with NBC Universal subsequent to May 12, 2004 will be subject to the former Vivendi Universal Entertainment vacation policy to the extent that and for so long as such policy entitles such employees to more vacation and he or she does not have a break in service.

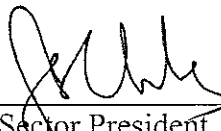
[Signatures appear on the following page]

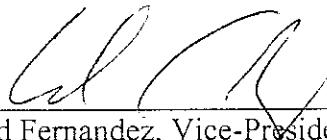


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NATIONAL ASSOCIATION OF  
BROADCAST EMPLOYEES AND  
TECHNICIANS/COMMUNICATIONS  
WORKERS OF AMERICA, AFL-CIO  
LOCAL 41

WSNS-TV

By:   
Sector President

By:   
Ed Fernandez, Vice-President  
and General Manager

By: Ray W. Taylor  
President, Local 41

Date: 11/17/06

Date: 11/24/06

